

City Council Meeting Agenda

August 5, 2024

In accordance with the Open Public Meetings Act (OPMA), the Vancouver City Council meeting will be open to in-person attendance. Options for viewing and/or participating in the meeting remotely will also be accommodated. The City Council will be attending this meeting in person.

All City Council workshops and meetings are broadcast ([live closed captioning available](#)), CVTV cable channels 23 / HD 323, and on the [City's Facebook page](#).

Public testimony will be accepted regarding any matter on the agenda below. Advance registration will be required.

Unless otherwise announced by the Presiding Officer, each speaker may testify once for up to three minutes under each public testimony opportunity below and will be asked to provide their name and city of residence for the record.

Testimony will be accepted in the following manner:

- **Written comments submitted in advance:** [Email comments to the City Council](#) until 12:00 p.m. August 5, 2024. Comments will be compiled and sent to the City Council and entered into the record.
- **In-person or remote testimony during the meeting:** Register in-person at City Hall. In-person registration is open until 6:30 p.m. on August 5, 2024. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on August 5, 2024.

Visit the [city's website](#) for more information and to register under Public Participation or call the City Manager's Office at (360) 487-8600.

Further instructions for accessing the virtual meeting (for remote testimony) will be provided upon registration.

Upon request, printouts of agenda materials will be provided, including large print.

Workshops: 4:00-5:00 p.m.

Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

Fourth Plain for All Implementation Update

(4:00-5:00 p.m.)

Shannon Williams, Senior Planner, shannon.williams@cityofvancouver.us

Council Dinner / Executive Session Re: Personnel – RCW 42.30.110(1)(g) (1.5 hours)

Regular Council Meeting

Pledge of Allegiance

Call to Order and Roll Call

Proclamations

National Night Out

Community Communication

This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items combined.

Consent Agenda

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately – after the motion has been made and passed to approve the remaining items.

1. Bid Award - Pearson Airfield Lighting Replacement Project, per BID #24-01

Staff Report: 142-24

Request: Award a construction contract for the Airport Electrical project to the lowest responsive and responsible bidder, Northeast Electrical, LLC, Woodland, Washington at their bid price of \$648,939.00, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

Guy Lennon, Airport Manager, guy.lennon@cityofvancouver.us

2. Contract Amendment - Portland Adventist Medical Center

Staff Report: 143-24

Request: Authorize the City Manager or designee to execute an amendment increasing the authorized not-to-exceed amount of the contract with Portland Adventist Medical Center from \$300,000 to \$450,000.

Lee Lofton, Interim Human Resources Director, Antoinette Gasbarre, Human Resources Director, lee.lofton@cityofvancouver.us,
Antoinette.Gasbarre@cityofvancouver.us

3. Interlocal Agreement - Collaboration of Stormwater Partners of Southwest Washington

Staff Report: 144-24

Request: Authorize the City Manager, or their designer, to execute an Interagency Agreement with Clark County and the cities of Battle Ground, Camas, Ridgefield, and Washougal to participate in a regional group, Stormwater Partners of Southwest Washington per the Agreement.

Kris Olinger, Utility Engineering Program Manager, kris.olinger@cityofvancouver.us

4. Approval of the Updated 2024 Council Meeting Schedule

Staff Report: 145-24

Request: Approve the Updated 2024 annual City Council Meeting schedule.

Sarah Dollar, Executive Assistant to City Council, Sarah.Dollar@cityofvancouver.us

5. Waterfront Gateway Quiet Title Action

Staff Report: 146-24

A RESOLUTION authorizing quiet title action to clear title and properly vest legal ownership of certain real property with the City of Vancouver ("City").

Request: Adopt a resolution authorizing the Vancouver City Attorney, or designated representatives, to bring a legal action in the name of the City of Vancouver to cure the legal description.

Rebecca Rude, Assistant City Attorney, becky.rude@cityofvancouver.us

6. Rezone and Critical Area Permit for 19th Street Terrace Subdivision

Staff Report: 147-24

AN ORDINANCE rendering findings and issuing a decision on the 19th Street Terrace zone change from R-9 Lower Density Residential to R-17 Lower Density Residential; and a 46-lot subdivision; and providing for severability and an effective date.

Request: On Monday, August 5, 2024, approve the ordinance on first reading, setting date of second reading and quasi-judicial public hearing for August 12, 2024.

Mark Person, Senior Planner, mark.person@cityofvancouver.us

7. Approval of Claim Vouchers

Request: Approve claim vouchers for August 5, 2024.

Unfinished Business

8. Council Action to Appoint Committees to Prepare Arguments Advocating Voters' Approval and Rejection of the Council's Proposed Amendments to the Vancouver City Charter, Pursuant to RCW 29A.32.280

Staff Report: 148-24

Request:

1. By motion, formally appoint a committee to prepare arguments advocating voters' approval of the proposed amendments to the City Charter, or, alternatively, defer such action to the County Auditor.
2. By motion, formally appoint a committee to prepare arguments advocating voters' rejection of the proposed amendments to the City Charter, or, alternatively, defer such action to the County Auditor.

Aaron Lande, Program and Policy Development Manager,

9. Council Action to Appoint Committees to Prepare Arguments Advocating Voters' Approval and Rejection of the Council's Levy Lid Lift Proposition Pursuant to RCW 29A.32.280

Staff Report: 149-24

Request:

1. By motion, formally appoint a committee to prepare arguments advocating voters' approval of the Council's levy lid lift proposition or, alternatively, defer such action to the County Auditor.
2. By motion, formally appoint a committee to prepare arguments advocating voters' rejection of the Council's levy lid lift proposition, or, alternatively, defer such action to the County Auditor.

Dan Lloyd, Assistant City Attorney, dan.lloyd@cityofvancouver.us

Communications

- A. From the Council**
- B. From the Mayor**
- C. From the City Manager**

Adjournment

City Hall is served by C-TRAN. Route information and schedules are available online at www.c-tran.com. You also may reach C-TRAN at (360) 695-0123 for more information on times, fares, and routes.

Anyone needing language interpretation services or accommodations with a disability at a Vancouver City Council meeting may contact the City Manager's staff at (360) 487-8600 (RELAY: 711). Assistive listening devices and live Closed Captioning are available for the deaf, hard of hearing and general public use. Please notify a staff person if you wish to use one of the devices. Every attempt at reasonable accommodation will be made. To request this agenda in another format, please also contact the phone numbers listed above.



Fourth Plain for All Implementation Update

Shannon Williams

Senior Planner

Community Development

August 5, 2024

Paul Porter

Associate Planner

Community Development



Agenda

- Review FPFA Investment Strategy
- 2024 Community Engagement
- FPFA Implementation Update
- Next Steps & Discussion

FPFA Investment Strategy Overview

2023 Community Engagement Summary



- Investment Strategy Committee
- Community Ambassador Program
- More than 700 community members provided feedback across nearly 20 events and activities including:
 - Tabling at community events
 - Neighborhood Association meetings
 - Community surveys
 - Community Open House
 - Business-specific outreach
 - Postcard mailing, social media and website updates



FPFA Investment Strategy

Investment Strategy Overview

Investment	Description	ARPA Funding
Housing	Supports new affordable housing developments and homeownership to build wealth in the community.	\$9,500,000
Community Building & Public Health	Support a comprehensive tutoring program with Vancouver Public Schools, a Fourth Plain Community Response Team for crisis intervention, and supports for childcare businesses to increase access to affordable childcare.	\$2,250,000
Parks & Public Space	Improves existing parks amenities, including major improvements and redesign of Bagley Community Park.	\$7,000,000
Transportation	Improves safety by providing traffic calming on neighborhood streets, lighting, and pedestrian infrastructure on neighborhood streets.	\$4,250,000
Economic Development	Supports small businesses and entrepreneurship and helps fund programming and operations of the Commons.	\$2,000,000



- Housing was top community priority
- Health & safety concerns common
- Support youth development
- Invest in what exists
- Provide for culturally specific needs
- Reduce barriers



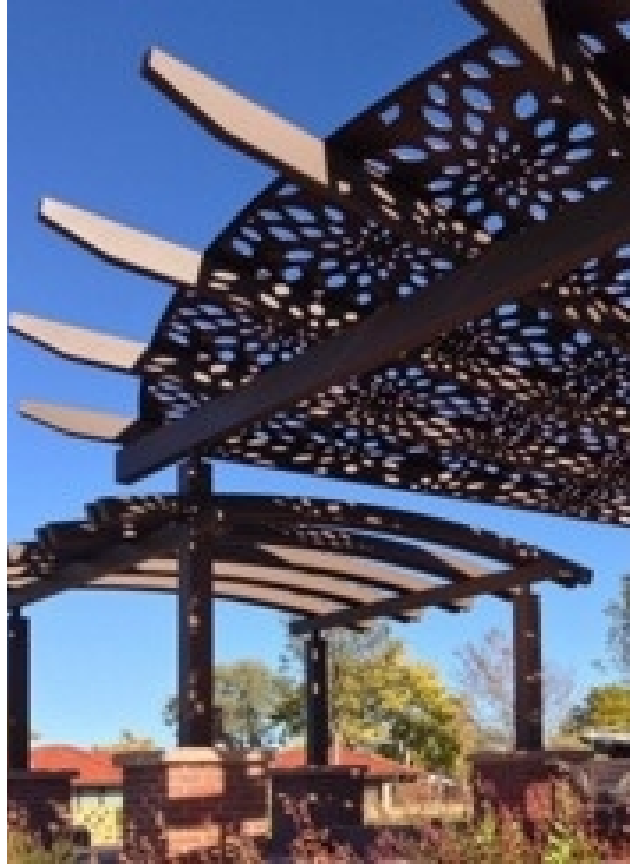
FPFA Investment Strategy Implementation

- Investment Strategy Committee
- Partner engagement
- Tabling at community events
- Youth engagement



FPFA Implementation Parks

- Bagley Master Plan
- ISC prioritized improvements
- Evergreen Park
 - Restroom
 - Playground and bench replacement
 - Additional picnic area
 - Updated basketball court
- The Downs Neighborhood Park
 - Security lighting
 - New Picnic Shelter
 - Irrigation
 - New Half Court Basketball



FPFA Implementation Housing

- Site Acquisition
- ISC Site Prioritization
 - Proximity to schools, grocery stores and transit stops highest ranking
- Homeownership Programs



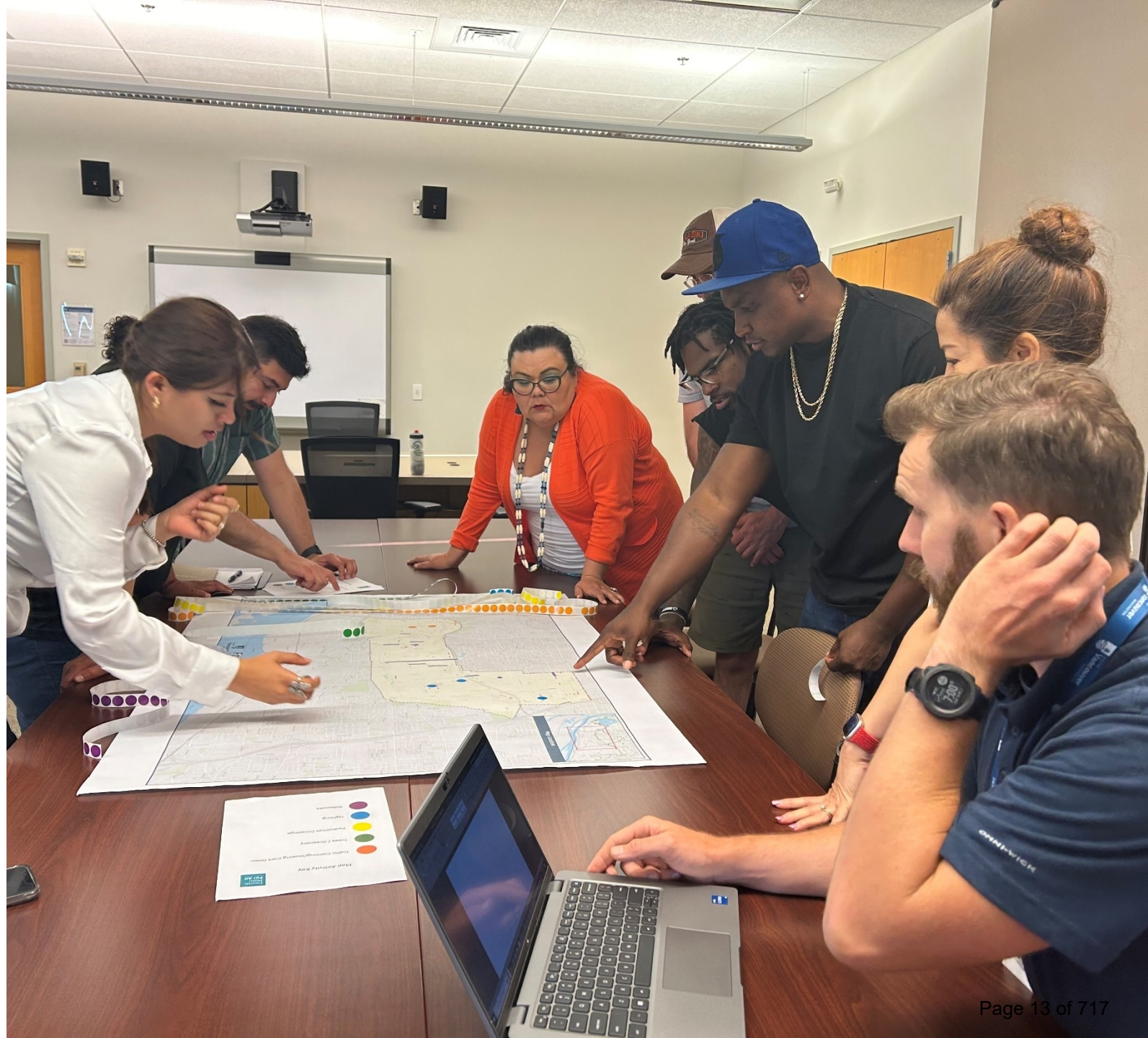
FPFA Implementation Transportation

- Sidewalk infill
- New and/or improved crossings
- New or improved lighting
- Traffic calming
- Street trees



FPFA Implementation Transportation

- Lighting top priority
- Proximity to schools ranked highest in terms of location
- Locate improvements to impact most people
- Sidewalk repairs needed on Fourth Plain
- Strong support for street trees



FPFA Investment Strategy Implementation

Community Building & Public Health

- Fourth Plain Community Response Team
- Vancouver Public Schools Tutoring Pilot Program
- Community Building & Public Health Grant Program
 - Fort Vancouver High School students to help design grant program / score applications
 - Community prioritized supporting and empowering youth



FPFA Investment Strategy Implementation

Economic Development

- Support Commons operations in 2025-26
- Economic Prosperity & Housing Department creating Implementation Plan
 - Creating Core Planning Team with Fourth Plain small businesses
 - Best practice research on small business support and access to capital programs, based on needs voiced during 2023 business outreach



Timeline



Work with internal & external partners to create final list of projects and programs





Next Steps

- Now – Fall 2024: Continued engagement with the ISC
- Now – Spring 2025: Continued coordination with internal staff to develop projects
- Now – End 2026: Implement and evaluate prioritized projects

Thank You



To learn more, visit www.beheardvancouver.org/fpfa



Staff Report: 142-24

To: Mayor and City Council
From: City Manager
Date: August 5, 2024

Subject

Bid Award - Pearson Airfield Lighting Replacement Project, per BID #24-01

Key Points

- This project is located Pearson Field Airport and will install an edge lighting system, including associated light fixtures, cable, and conduit. Additional construction items include the replacement of the existing regulator, installation of a backup regulator, and installation of a backup generator.
- Five bids were received and Northeast Electrical LLC, has been determined to be the lowest responsive and responsible bidder.
- Award of bid allows the City to move forward with construction.

Strategic Plan Alignment

Transportation and Mobility – a safe, future-ready and convenient transportation system

Present Situation

This project will remove and replace the existing Pearson Field Airport's Runway 8–26 edge lighting system, including associated light fixtures, cable, and conduit. Additional construction items include the replacement of the existing regulator, installation of a backup regulator, and the installation of a backup generator and other necessary work.

The current electrical system has lived out its useful lifetime and this project will provide for another 20 plus years of reliable service to the airfield.

On March 26, 2024, the City received five bids for the subject project. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Tapani Electric, Woodland, Washington	\$779,379.00
Highland Industries, La Center, Washington	\$752,584.45
City Electric Company, Ridgefield, Washington	\$746,015.17
Colvico, Inc., Spokane, Washington	\$742,397.09
Northeast Electrical, LLC, Woodland, Washington	\$648,939.00
<i>Engineers' Estimate</i>	<i>\$900,000.00</i>

Northeast Electrical, Washington was the lowest responsive and responsible bidder. The

apprenticeship goal for this project was waived due to the Federal funding involved.

Advantage(s)

1. Replaces an aging airfield electrical system
2. Provides an up-to-date Pilot Controlled Radio system to the airfield lighting system.
3. Replaces a voltage fed runway lighting system with a more reliable Consent Current electrical circuit.
4. Provides a new standby electrical regulator and standby Electrical Generator.

Challenge(s)

Temporary air traffic disturbances, and inconvenience to the flying community which is unavoidable during construction.

Budget Impact

Sufficient budget has been included in each of the 2023-24 capital budgets for the Airport with project numbers PRJ100702.

Prior Council Review

Funding was approved during the 2023-2024 capital budget process.

Action Requested

Award a construction contract for the Airport Electrical project to the lowest responsive and responsible bidder, Northeast Electrical, LLC, Woodland, Washington at their bid price of \$648,939.00, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

Staff Contact

Guy Lennon, Airport Manager, guy.lennon@cityofvancouver.us

Attachments:

1. Draft Contract
2. Contract



**CONSTRUCTION CONTRACT # C-101706
ITB 24-01: ELECTRICAL REPLACEMENT PROJECT**

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Northeast Electric, LLC, 1780 Down River Drive, Woodland, WA 98674 (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to provide public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 24-01 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on **Month Day, Year** per Staff Report No. ##-##; and

WHEREAS, the Contractor represents by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

- 1. STATEMENT OF WORK:** The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

This Contract provides for the removal and replacement of the existing Pearson Field Airport's Runway 8-26 edge lighting system, including associated light fixtures, cable, and conduit. Additional construction items include the replacement of the existing regulator, installation of a backup regulator, installation of a backup generator and other work, all in accordance with the attached Plan Set, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

All work under the contract shall be substantially completed within 40 Working Days of the Notice to Proceed date with all work expected to take place between September 1, 2024 and October 31, 2024. Runway 8-26 shall not be closed for more than 40 Working Days total contained within eight (8) continuous calendar weeks.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.
3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
5. **DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

6. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.5% Washington State Sales Tax (if applicable) \$648,939.00 USD.

The amount finally to be paid is, however, variable upon the Work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Bid and as modified by any and all approved Change Orders.

7. **CONTRACTOR'S INSURANCE:** The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

In addition, all policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this Contract.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000

COVERAGE	LIMITS OF LIABILITY
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall

comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

- 9. DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.
- 10. GOVERNING LAW/VENUE:** This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.
- 11. EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.
- 12. PAYMENT OF LABOR:** The contract will require the payment and tracking of federal wages through Davis Bacon and will be subject to regulations of the U.S. Department of Labor. The higher wage rate between the Federal and State rates, at minimum shall prevail per WAC 296-127-025.

The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six (6) months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six (6) months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for

arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

- 13. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148):** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 14. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708):** Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 15. PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030

and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 16. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

- 17. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

- 18. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor,

the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

- 19. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 20. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 21. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 22. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 23. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 24. ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.
- 25. TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.

- 26. TERMINATION FOR CAUSE:** In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

- 27. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a “Notice to Cure” to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and it’s sureties for said breach or default, including but not limited to termination of this Contract for convenience.

- 28. WAIVER AND REMEDIES:** City’s failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City’s waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

- 29. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.

- 30. USE OF CITY’S NAME:** Contractor may not use any of City’s name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.

- 31. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory,

mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.

32. EQUAL OPPORTUNITY CLAUSE: During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

33. CLEAN AIR ACT: The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

34. DEBARMENT: The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

35. BINDING EFFECT: The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

36. RATIFICATION: Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

37. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: The complete Contract includes these parts, all of which are incorporated herein by reference, and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,
3. Contractor's Bid including Addenda to the Solicitation,
4. Construction Plans,
5. Permits from government agencies,
6. Required Contract Provisions (FAA),
7. General Provisions & Construction Items (FAA),
8. Technical Specifications (FAA),
9. General Conditions for Facility Construction (COV), and
10. WSDOT Standard Specifications

On the Contract Plans, Working Drawings, and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

- 38. NOTICES:** All notices which are given or required to be given pursuant to this Contract shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the Owner:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
anna.vogel@cityofvancouver.us

For the Contractor:
Barri Halberg
Northeast Electric, LLC
1780 Down River Drive
Woodland, WA 98674
Estimating@nellc.net

The undersigned, as the authorized representatives of the Owner and Contractor respectively, agree to all of the terms and conditions contained in this Contract, as of the dates set forth below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Northeast Electric, LLC.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

City of Vancouver

PROPOSAL AND CONTRACT DOCUMENTS

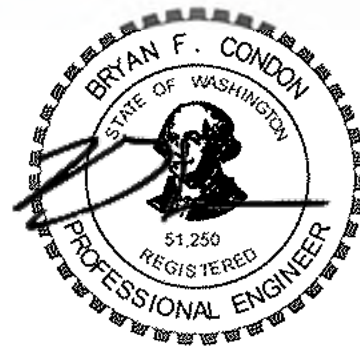
FOR

BID # 24-01: AIR – ELECTRICAL REPLACEMENT PROJECT

FEBRUARY 2024

PROJECT NO. PRJ100702

Federal Contract No. 3-53-0139-019



City of Vancouver

INVITATION TO BID – PUBLIC WORKS

<u>Invitation to Bid Information:</u> ITB NUMBER: 24-01 ITB TITLE: Electrical Replacement Project DATE ISSUED: Wednesday, February 28, 2024 CONTACT PERSON: Julie Denton EMAIL ADDRESS: julie.denton@cityofvancouver.us PROJECT MANAGER: Guy Lennon ENGINEER’S ESTIMATE: \$600,000 – \$900,000 PRE-BID MEETING: Tuesday, March 12, 2024 at 11:00 AM <i>PST</i> QUESTION DEADLINE: Thursday, March 14, 2024 ADDENDUM DEADLINE: Tuesday, March 19, 2024 BID OPENING: Tuesday, March 26, 2024 at 11:00 AM <i>PST</i>	<u>Submit Bids to:</u> Procurement Portal: cityofvancouver.bonfirehub.com For delivery in person, by courier, UPS or FedEx: Attn: Procurement Services Vancouver City Hall 415 W. 6TH ST Vancouver, WA 98660 For delivery by the US Postal Service: Attn: Procurement Services City of Vancouver PO BOX 1995 Vancouver, WA 98668 *Please refer to Section I: Instructions to Bidders, Submittal Instructions for further information.
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SECTIONS

- I. Instructions to Bidders
- II. Terms and Conditions
- III. Submittal Requirements
 - ☐ Bid Form
 - ☐ Non-Discrimination Clause
 - ☐ Certification of Wage Payment Statues
 - ☐ Non-Collusion and Debarment Affidavit
 - ☐ Certification for Federal-Aid Contracts
 - ☐ Buy American Preference
 - ☐ Certification of Offeror/Bidder Regarding Tax Delinquencies/Felony Convictions
 - ☐ Bid Bond Form
- IV. Contract Award – Only to be completed by awarded contractor
 - ☐ Contract
 - ☐ Payment Bond
 - ☐ Performance Bond
- V. State and Federal Provisions
 - ☐ Prevailing Minimum Hourly Wage Rates – State
 - ☐ Benefit Code Key

- Supplemental to Wage Rates
 - Prevailing Minimum Hourly Wage Rates - Federal
- VI. City of Vancouver Provisions
 - General Conditions for Facility Construction

Attachments:

Required Contract Provisions (FAA)

General Provisions & Construction Items (FAA)

- Section 10 Definition of Terms
- Section 20 Proposal Requirements and Conditions
- Section 30 Award and Execution of Contract
- Section 40 Scope of Work
- Section 50 Control of Work
- Section 60 Control of Materials
- Section 70 Legal Regulations and Responsibility to Public
- Section 80 Execution and Progress
- Section 90 Measurement and Payment
- Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
- Item C-105 Mobilization

Technical Specifications (FAA)

- P-100 FOD Prevention Controls
- P-151 Clearing and Grubbing
- P-610 Concrete for Miscellaneous Structures
- T-901 Seeding
- L-100 General Electrical Requirements, Power Service, and Control
- L-108 Underground Power Cable for Airports
- L-109 Airport Transformer Vault and Vault Equipment
- L-110 Underground Electrical Duct Banks and Conduits
- L-115 Electrical Manholes and Junction Structures
- L-125 Installation of Airport Lighting Systems
- Section 26 32 13 Standby Power System
- Section 15010 General Mechanical Provisions
- Section 15050 Basic Mechanical Materials and Methods
- Section 15060 Pipe and Pipe Fittings
- Section 15140 Supports and Anchors
- Section 15240 Mechanical Equipment, Sound, Seismic and Vibration Isolation
- Section 15260 Mechanical Insulation
- Section 15770 HVAC
- Section 15951 Controls
- Section 15990 Testing, Adjusting, and Balancing for HVAC

Appendix

- Construction Safety & Phasing Plan

Construction Plans (Under Separate Cover) – 25 pages

SECTION 1: INSTRUCTIONS TO BIDDERS

INVITATION TO BID

Notice is hereby given that sealed bids will be received by the City of Vancouver, Washington, for ITB 24-01: Electrical Replacement Project bids up to the hour of 11:00 a.m., Pacific Local Time, **Tuesday, March 26, 2024** and will publicly open and read aloud at that time on the same day in the Vancouver City Hall, 415 W 6th St, Vancouver, Washington and via an online platform.

An optional pre-bid meeting is to be held at 1:00 p.m., local time on MARCH 12, 2024, at the Airport (101 E Reserve St, Vancouver, WA). Interested prime contractors are encouraged to attend. At this meeting, questions concerning the Contract Documents and the proposed work will be discussed. A tour of the project site will be conducted after the meeting, after which, no other formal tours or site visits will be scheduled.

The City of Vancouver in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City of Vancouver is committed to providing equal opportunities to State of Washington certified Minority, Disadvantaged and Women's Business Enterprises in contracting activities. (Section 4 of Chapter 56, Laws of 1975, 1st Ex. Sess., State of Washington).


Julie Denton, Senior Procurement Specialist

BACKGROUND

The City of Vancouver encompasses 51.84 square miles, has an estimated 2020 population of 189,700 and is projected to exceed 200,000 within the next 10 years. The City is located on the I-5 corridor and extends along the shore of the Columbia River, 100 miles upstream from the Pacific Ocean. It lies directly across the river from Portland, Oregon and is the southwestern gateway to the State of Washington.

The City is responsible for vital municipal infrastructure and urban services. It builds and repairs roads, maintains water and sewer service, provides fire and police protection as well as parks & recreation programs, administers land use policy and takes an active role in Vancouver's commercial and industrial development.

Vancouver has a Council/Manager form of government with a City Council comprised of the Mayor and six councilmembers who set policy and direction. The City Manager oversees the day-to-day operations of the City.

ITB SCHEDULE

These dates are estimates and subject to change by the City.

Event	Date
Pre-Bid Meeting at 11:00am PST	Tuesday, March 12, 2024

Questions Due by 12:00pm PST	Thursday, March 14, 2024
Addendum Issuance by 5:00pm PST	Tuesday, March 19, 2024
Bid Opening at 11:00am PST	Tuesday, March 26, 2024

SCOPE OF SERVICES

This Contract provides for the removal and replacement of the existing Pearson Field Airport's Runway 8-26 edge lighting system, including associated light fixtures, cable, and conduit. Additional construction items include the replacement of the existing regulator, installation of a backup regulator, installation of a backup generator and other work, all in accordance with the attached Plan Set, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

All work under the contract shall be substantially completed within 40 Working Days of the Notice to Proceed date with all work expected to take place between September 1, 2024 and October 31, 2024. Runway 8-26 shall not be closed for more than 40 Working Days total contained within eight (8) continuous calendar weeks.

DELIVERY REQUIREMENTS

Bids shall be delivered by or before **11:00 a.m., Pacific Local Time, on Tuesday, March 26, 2024.**

The City will not accept any submittals after that day and time. Bidder accepts all responsibility and risk for method of delivery.

The Bid opening will be held in person and via an online platform. Contractors are invited to join in person, through the website, or by phone:

Online:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NGE1NWNhNjQtZjg0OS00N2MzLTk3YmItZDkzMjQ2NjQ5%40thread.v2/0?context=%7b%22Tid%22%3a%22bf6d19b6-9266-4686-a93a-50b537dc583a%22%2c%22Oid%22%3a%22c58d7094-c394-48f9-9b8d-2dfaaf95cfd5%22%7d

By Phone:

(347) 941-5324

Meeting number (access code): 787831137#

SUBMITTAL INSTRUCTIONS

Bids are to be submitted to Procurement Services on the bid forms provided for this purpose, in a sealed container. The outside of envelope(s) or package(s) shall clearly state the project name, Bid number, Bidder's name and return address, and the date and time of the Bid opening.

Bidders may submit sealed bids online through the City of Vancouver's Procurement Portal cityofvancouver.bonfirehub.com or select one of the following options for delivery of the Bid proposal:

Delivery Address:

(In Person, Courier, UPS, or FedEx)
Procurement Services Manager
City of Vancouver
Customer Service Desk - 1st floor lobby
415 W. 6th Street
Vancouver, WA 98660

Mailing Address:

(USPS)
Procurement Services Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668

Bids delivered to locations other than as indicated in this document or received after the designated time will not be accepted.

It is the Bidder's responsibility to allow enough time for delivery to occur before the designated Bid due date and time. Please be advised that Bid deliveries requiring signature may not be delivered to Procurement Services in a timely manner as our receiving point is not staffed at all times and there may be no one available to sign at the time of delivery. Bids delivered to locations other than as indicated above or received after the designated time will not be accepted.

Bids submitted via FAX or EMAIL will not be accepted.

Bids will be opened and publicly read in person and via an online platform at the Vancouver City Hall, 415 W 6th Street, Vancouver, WA 98660 at the time and date specified. **Contractors are invited to join in person, through the website, or by phone:**

Online:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NGE1NWNhNjQtZjg0OS00N2MzLTk3YmItZDkzMjQ2NjQ5%40thread.v2/0?context=%7b%22Tid%22%3a%22bf6d19b6-9266-4686-a93a-50b537dc583a%22%2c%22Oid%22%3a%22c58d7094-c394-48f9-9b8d-2dfaaf95cfd5%22%7d

By Phone:

(347) 941-5324
Meeting number (access code): 787831137#

No bidder may withdraw his/her bid after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding forty-five (45) days. If it is determined to be in the best interest of the City, the City reserves the right to request an extension of bid prices during the review process.

The City of Vancouver, at its sole discretion, reserves the right to cancel this invitation or reject any and all bids submitted or to waive any minor formalities if the best interests of the City would be served.

BIDDING DOCUMENTS

Bidding documents may be obtained from the City of Vancouver Procurement Services website at: cityofvancouver.bonfirehub.com. These are available for viewing, downloading and printing on your own equipment, free of charge.

Bids shall be in accordance with the Plans, Specifications, General Conditions, Special Provisions and all other contract documents prepared for the above referenced project, on file in the office of Procurement Services, phone (360) 487-8430. Bid results may be obtained within 24 hours after the Public Bid Opening

by accessing The City of Vancouver Procurement Services website at: cityofvancouver.bonfirehub.com. Bids are to be submitted to Procurement Services on the proposal forms provided for this purpose, in a sealed container. **The outside of envelope(s) or package(s) must clearly state the project name, Bid number, Bidder's name and return address, and the date and time of the Bid opening.**

All Bids must be accompanied by a bid deposit in cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid deposit may be forfeited to the City of Vancouver.

ADDENDA

All project-specific questions, requests for clarification, and requests for substitutions must be submitted in writing, via email, by 12:00 PM PST on Thursday, March 14, 2024 to procurement.services@cityofvancouver.us. If required, an addendum will be prepared and issued by the City of Vancouver no later than Tuesday, March 19, 2024.

It is the sole responsibility of the Bidder to learn of and obtain any and all issued Addenda. Addenda may be obtained from the City of Vancouver Procurement Services website at: cityofvancouver.bonfirehub.com. The City of Vancouver accepts no responsibility or liability and will provide no accommodation to Bidders who fail to check for addenda and as a result, submit a non-responsive Bid submittal.

RESPONSIBILITY CRITERIA

It is the intent of City to award a contract to the lowest responsive and responsible bidder. In accordance with RCW 39.04.350, before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder.

The bidder may be required to provide the City documentation demonstrating compliance with the criteria.

- 1) Have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW, **which must have been in effect at the time of bid submittal;**
- 2) **Before award of contract,**
 - A. Have a current Washington Unified Business Identifier (UBI) number;
 - B. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
 - C. If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;
 - D. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;
 - E. Have received training on the requirements related to public works and

- prevailing wage under Chapter 39.04 RCW and Chapter 39.12 RCW;
- F. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
- 3) **Before award of contract**, if applicable:
- A. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - B. Have a Washington Employment Security Department reference number, as required in Title 50 RCW;
 - C. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- 4) Supplemental responsible bidder criteria, if applicable.

Pursuant to RCW 39.06.020, the bidder who is awarded the contract must verify responsibility criteria in accordance with RCW 39.04.350 and as listed in 1) – 3) above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility listed in 1) – 3) above and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by Chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in the project contract and in each subcontract of every tier.

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

In addition to the mandatory bidder responsibility criteria, the bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the project. As evidence that a bidder meets the supplemental bidder responsibility criteria, the Apparent Successful Bidder must submit, upon request, the required documentation to the City of Vancouver, within 72 hours of notification. The City reserves the right to request such documentation from other bidders as well.

1. **Federal Debarment** – The bidder shall not currently be debarred or suspended from bidding on Public Works Projects by the Federal government.
2. **Claims against Retainage and Bonds** – The bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects during the previous three years, that demonstrate a lack of effective management by the bidder of making timely and appropriate payments to its subcontractors, supplies, and workers, unless there are extenuating circumstances acceptable to the City.
3. **Experience Modification Rate** – The bidder's Experience Modification Rate should be at or below 1.0. EMR rates above 1.0 are cause for Determination of Non-Responsibility unless the circumstances raising the rate have been accepted by the City.
4. **Completion of Similar Projects:** The bidder shall have successfully completed projects of similar size and scope as required by the contract documents for this project within the last 10 years. In evaluating whether the projects were "successfully completed" the Owner may check

references for the previous projects and may evaluate the owner's assessment of the Bidder performance, including but not limited to:

- a. Quality Control
- b. Safety Record
- c. Timeliness of performance
- d. Use of skilled personnel
- e. Management of subcontractors
- f. Availability of and use of appropriate equipment
- g. Compliance with contract documents
- h. Management of submittals process, change orders, and close-out.

5. A Bidder may be deemed not responsible if:

- a. Evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
- b. The Bidder, in the opinion of the City, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder; or
- c. An unsatisfactory performance record exists based on past or current City work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or
- d. There is uncompleted work (City or otherwise), which in the opinion of the City might hinder or prevent the prompt completion of the work bid upon; or
- e. The Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the City; or
- f. The Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the City; or
- g. The Bidder is unable, financially or otherwise, to perform the work, in the opinion of the City; or
- h. There are any other reasons deemed proper by the City; or
- i. More than one proposal is submitted for the same project from a Bidder under the same or different names.

As evidence that the bidder meets the bidder responsibility criteria 1 A above, the apparent low bidder must submit, upon request, the following documentation to the Owner within 72 hours of notification. The Owner reserves the right to request such documentation from other bidders also.

1. **Federal Debarment** – The bidder shall not be listed as a current debarred or suspended bidder on the U.S. Government's System for Award Management (SAM) website: <http://www.sam.gov>.
2. **Claims against Retainage and Bonds** – The bidder shall submit a list of any public works projects over \$500,000 completed within the last five years (5) that have had a claim against the retainage and/or payment or performance bond. Documentation provided should include a written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

3. **Experience Modification Rate** – The bidder shall not have an Experience Modification Rate that exceeds 1.0 as indicated on the Department of Labor & Industries website. If the bidder’s score exceeds 1.0 additional information may be requested.
4. **Completion of Similar Projects** - The Bidder shall submit a list of projects of similar size and scope that either they or a named sub-contractor have successfully completed. For the purposes of meeting this criterion, the Owner has determined that “similar size and scope to this project” means projects having the following characteristics: airport electrical improvements. The information about each project shall include the following:
 - Owner’s name and contact information for the owner’s representative
 - Awarded contract amount
 - Final contract amount
 - A description of the scope of the project and how the project is similar to this project
 - The Bidder’s assessment of its performance of each project, including but not limited to the following:
 - Quality control;
 - Safety record;
 - Timeliness of performance;
 - Use of skilled personnel;
 - Management of subcontractors;
 - Availability of and use of appropriate equipment;
 - Compliance with contract documents;
 - Management of submittals process and change orders
5. By signing the Signature page of the Bid, the Contractor confirms to be in compliance with all items listed under Supplemental Bidder Criteria item 6 above. The City may request additional information or confirmation of compliance with the above items.

If the City determines the bidder does not meet the bidder responsibility criteria and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, they may appeal the determination within 24 hours of receipt of the City’s determination by presenting additional information to the City. The City will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the City will not execute a contract with any other Bidder until two (2) business days after the bidder determined to be not responsible received the City’s final written determination as required by RCW 39.04.350(3)(d).

The time deadline for a bidder to appeal a determination that they are not responsible, as indicated here, may be modified by the City, adopting either a standard for all projects or changing it on a project-by-project basis.

SECTION 2: TERMS AND CONDITIONS

RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS

In accordance with RCW 39.04.380 the State of Washington is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor.

A nonresident contractor from a state that provides a percentage bid preference means a contractor that:

- a. is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts.
- b. at the time of bidding on a public works project, does not have a physical office located in Washington.

The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed.

All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.

This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

PREVAILING WAGE REQUIREMENTS

The contract will require the payment and tracking of federal wages through Davis Bacon and will be subject to regulations of the U.S. Department of Labor. The higher wage rate between the Federal and State rates, at minimum shall prevail per WAC 296-127-025.

If awarded the project, the contractor and each subcontractor shall have on file current project specific "Statement of Intent to Pay Prevailing Wages" with the Washington State Department of Labor and Industries before payment will be made for work performed. An approved "Affidavit of Wages Paid" form must be filed upon completion of the project before release of retainage.

In addition, the Contractor and each subcontractor shall submit weekly certified payrolls as required by the contract.

E-VERIFY PROGRAM

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

CITY BUSINESS AND OCCUPATIONAL LICENSE

The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement. The Contractor will be required to hold a city business license if working within Vancouver city limits. The Contractor shall apply for city license via the State of Washington Department of Revenue (DOR), Business Licensing Service (BLS), at: <https://secure.dor.wa.gov/>. For application assistance, contact DOR BLS at 360-705-6741. For more information about city business license regulations and fees, see: www.cityofvancouver.us/businesslicense or call 360-487-8410 option 3.

REJECTED BIDS

The City will not be responsible for any errors in bids. Bidders will not be allowed to alter bids after the submittal deadline. The City may consider a bid irregular and reject it if any of the Bid Item prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the City. Bids submitted must be complete and include pricing for the work to be completed, in whole, per the attached plans and specifications.

Qualified bids will be deemed non-responsive and will not be accepted.

The City reserves the right to adjust the scope of this work to match available funds. The City of Vancouver, at its sole discretion, reserves the right to cancel this invitation, reject any or all bids submitted, and to waive any minor formalities if deemed to be in the best interest of the City.

TIE BREAKING

After opening Bids, if two or more lowest responsive, responsible Bid totals are exactly equal, then the tie-breaker will be determined by a coin toss by the Procurement Manager or their designee before at least two (2) witnesses. Bidders shall choose "Heads" or "Tails" in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing prior to the Coin Flip. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive, responsible Bid are to participate.

CLAIM ERRORS

A Bidder who wishes to claim error after the Bids have been publicly opened and read shall promptly notify the City that an error occurred. The Bidder shall submit a declaration under penalty of perjury signed by the Bidder and accompanied by the work sheets used in the preparation of the Bid, requesting relief from the responsibilities of Award. The affidavit or declaration shall describe the specific error(s) and certify that the work sheets are the ones used in preparing the Bid.

BID AWARD

Once bids have been received and reviewed, staff will prepare a Staff Report to be presented to Council. Once Council has formally awarded this contract, an Award email will be sent as evidence of the acceptance of the bid. No other act of the City shall constitute acceptance of a bid.

Bidders may not alter their bid prices after the hour set for the public Bid Opening, unless the award of contract is delayed for more than forty-five (45) days. The City reserves the right to request an extension of time for firm bid prices during any such delay to allow for the review process.

FAILURE TO EXECUTE CONTRACT

Failure to return the required insurance certificate, performance and payment bonds, and labor and materials bonds (if applicable), or failure or refusal to sign the Contract within 10 calendar days, shall be

considered failure to execute the contract. The City may then Award the Contract to the second lowest responsible Bidder or reject all remaining Bids. If the second lowest responsible Bidder fails to return the required documents as stated above within the time provided after Award, the Contract may then be Awarded successively in a like manner to the remaining lowest responsible Bidders until the above requirements are met or the remaining Proposals are rejected. The City may grant an extension to the contractor to submit the required insurance and bonds for up to an additional 20 calendar days for extenuating circumstances. The extension shall be granted at the City's sole discretion.

PROTESTS

Pre-Bid or Solicitation Phase Protest

The City must receive such a protest at least five (5) Days prior to the bid opening or proposal/qualifications due date. These protests are to be submitted to the Procurement Specialist overseeing the project.

Upon receipt of the protest the Procurement Specialist shall review the concerns outlined and consult with the necessary parties as need. The Procurement Specialist shall reply to the protest within three (3) Days.

Pre-Award Protest

The City must receive such a protest within three (3) Days after bid opening or notification of intent to award for Request for Proposals/Qualifications. These protests are to be submitted to the Procurement Manager. Copies of the protest may be provided to the bidder against whom the protest is made if they are not copied on the original protest. At that time, the bidder whom the protest is made against can respond in writing to the Procurement Manager, within two (2) business days to the issues brought forward by the Protestor.

The Procurement Manager, upon receipt of the protest, shall review all of the issues brought forward in the protest and consult with the necessary parties as needed. All available facts will be considered. The Procurement Manager shall respond, in writing, to all parties within ten (10) Days after receipt of the protest. If more time is necessary to complete a thorough review the Procurement Manager will notify all parties involved.

The Procurement Manager shall not award the project to anyone other than the protesting bidder without first providing at least two (2) Days' written notice of the City's intent to award.

For more information, see the City of Vancouver Procurement's Protest Policy at <https://www.cityofvancouver.us/fms/page/terms-and-conditions>

FEDERAL REQUIREMENTS:

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SECTION 3: BID SUBMITTAL REQUIREMENTS

PHASE 1: BID SUBMITTAL CHECKLIST

The bidder's attention is especially called to the following forms, which must be executed in full as required. This checklist has been prepared and furnished to aid bidder in including all necessary supporting information with their bid. It is not guaranteed to be complete or accurate, and the responsibility for compliance with all bidding requirements remains with the bidder. Items in *bold* shall be submitted with your bid. Failure to do so shall render your bid non-responsive.

☐ **BID FORM**

Bids shall be completed and submitted on the bid forms provided.

☐ **ADDENDA ACKNOWLEDGEMENT**

The bidder must sign, where indicated on the last page of the bid documents, acknowledgement of any addenda prior to the bid opening. *Failure to comply with this provision will render the bid non-responsive and therefore void.*

It is the sole responsibility of the Supplier to learn of Addendum, if any. Such information may be obtained from the City of Vancouver Procurement Services' website at: cityofvancouver.bonfirehub.com;

However the sole responsibility for obtaining and learning of Addendum belongs to the Bidder. The City of Vancouver accepts no responsibility or liability and will provide no accommodation to bidders who fail to check for addendums and submit inadequate or incorrect responses.

☐ **NON-DISCRIMINATION CLAUSE**

Bidders must provide evidence of compliance as required by RCW 35.22.650 on the attached form. Disadvantaged Business Enterprises (DBE) are encouraged to participate.

☐ **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES**

Bidders are required to submit a statement verifying that within the three-year period immediately preceding the date of the bid solicitation, they not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

☐ **NON-COLUSION AND DEBARMENT AFFIDAVIT**

Shall be completed and submitted on the form provided.

☐ **CERTIFICATION FOR FEDERAL AID CONTRACTS**

Shall be completed and submitted on the form provided.

☐ **BUY AMERICA PREFERENCE CLAUSE**

The bidder must complete and submit the Buy America certification included herein with their bid. The Owner will reject as nonresponsive any bid that does not include a completed Certification of Buy America Compliance.

☐ **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS FORM**

The bidder must complete and submit the Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions Form included herein with their bid. The Owner will reject as nonresponsive any bid that does not include a completed Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions Form.

☐ **BID SECURITY FORM**

The bid bond, or acceptable form is to be executed by the bidder and a surety company licensed to do business in Washington, unless the bid is accompanied by a cashier's check. No such bid bond will be required where a cashier's check is submitted in lieu of a bond. The amount of the bond or cashier's check shall be not less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis. If a surety company form is submitted, please attach the form to the Bid Documents submitted. The submitted bid bond is subject to forfeiture if the successful bidder fails to enter into the contract.

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

Additional Supplemental Bidder Responsibility criteria will be required of the Apparent Successful Bidder (lowest, responsive, responsible Bidder). Bidder must submit required information to City within 72 hours after receipt of the request by the City of Vancouver. Bidders are not required to submit this information with their Bid.

NOTE: If during the Bidding period, a potential Bidder believes that the Supplemental Bidder Responsibility Criteria will exclude them from bidding, Bidder may request the City to consider modifying the criteria. The request must be submitted by the question deadline. Such modification, if accepted by the City, will be communicated via the issuance of an addendum to the Bidding documents.

PHASE 2: CONTRACT AWARD

The following is to be signed and/or delivered by the awarded contractor to the City within ten (10) days after the award date.

☐ **CONTRACT**

This agreement is to be signed by the successful bidder.

☐ **PERFORMANCE BOND**

This shall be submitted by the successful bidder and a surety company, licensed to do business within the State of Washington on the approved City of Vancouver form.

☐ **PAYMENT BOND**

This shall be submitted by the successful bidder and a surety company, licensed to do business within the State of Washington on the approved City of Vancouver form.

□ **INSURANCE CERTIFICATE**

The City shall be named as an additional named insured on all insurance policies. These policies shall comply with the requirements as stated in the Contract.

BID FORM

To the City Council
City of Vancouver
Vancouver, Washington 98660

The undersigned hereby certifies that the locations and construction details of work outlined in the Plans and Specifications have been personally examined for the:

This Contract provides for the removal and replacement of the existing Pearson Field Airport's Runway 8-26 edge lighting system, including associated light fixtures, cable, and conduit. Additional construction items include the replacement of the existing regulator, installation of a backup regulator, installation of a backup generator and other work, all in accordance with the attached Plan Set, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

All work under the contract shall be substantially completed within 40 Working Days of the Notice to Proceed date with all work expected to take place between September 1, 2024 and October 31, 2024. Runway 8-26 shall not be closed for more than 40 Working Days total contained within eight (8) continuous calendar weeks.

Bidder certifies they have read and thoroughly understand the Plans and Specifications and contract governing the work included in this improvement and the method by which payment will be made for said work and hereby propose to undertake and complete the work included in this improvement in accordance with said Plans, Specifications and Contract and at the following schedule of rates and prices.

The City reserves the right to adjust the scope of this work to match available funds, including if necessary, the elimination of specific work or all work associated with specific buildings included in this Invitation to Bid.

NOTE:

- Show prices in legible figures (not words) written in ink or typed, and expressed in U.S. dollars and cents.
- Where conflict occurs unit price shall prevail.
- Unit Prices required for all non-Lump Sum bid items.
- The Total Price for Non-Lump Sum Bid Items should be calculated as follow:
 - Approx. Quantity (as listed for that bid item) x Unit Price = Total Price
- Your proposal will be considered irregular and will be rejected if the unit price is left blank and a price per unit cannot be determined by equally dividing the "Approx. Quantity" into the Total Price and rounding the result to the nearest two decimal places.
- Your Bid shall be considered *non-responsive* and therefore, void if:
 - Figures are illegible
 - Minimum proposal requirements are not met (when applicable)
 - Bid is qualified or conditions are added to your Bid.

**PROPOSAL FOR
BID 24-01 – ELECTRICAL REPLACEMENT PROJECT**

Item No.	Approx. Qty	Unit of Measure	ITEMS WITH UNIT PRICE BID	UNIT PRICE	TOTAL PRICE
1	1	LS	Mobilization (C-105)	Lump Sum	\$
2	1	LS	Temporary Flagging Marking and Signing (Sheet G-3)	Lump Sum	\$
3	1	LS	Low Level Barricades (Sheet G-3)	Lump Sum	\$
4	1	LS	Construction Staking (Section 50)	Lump Sum	\$
5	1	LS	FOD Prevention Controls (P-100)	Lump Sum	\$
6	1	LS	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control (Item C-102)	Lump Sum	\$
7	1	EA	L-828 4kW (RW 8-26) Constant Current Regulator (L-100)	\$	\$
8	1	EA	L-828 7.5kW (Installed Backup) Constant Current Regulator (L-100)	\$	\$
9	1	EA	L-828 7.5kW (Taxiway A) Constant Current Regulator (L-100)	\$	\$
10	1	LS	Circuit Selector Switch for Installed Backup Regulator (L-100)	Lump Sum	\$
11	1	LS	Load Center with All Associated Circuit Breakers (L-100)	Lump Sum	\$
12	1	EA	Safety Switches and Disconnecting Means (L-100)	\$	\$
13	1	LS	General Electrical Removal (L-100)	Lump Sum	\$
14	9,030	LF	No. 8 AWG 5kV L-824 Type C Cable, Installed in Conduit (L-108)	\$	\$
15	7,500	LF	No. 6 AWG, Solid Bare Copper Counterpoise Wire (L-108)	\$	\$
16	1,625	LF	No. 12 AWG, THWN-2 or XHHW-2 Insulated, Stranded Cable, Installed in Conduit (L-108)	\$	\$
17	760	LF	No. 10 AWG, THWN-2 Ground Cable, Installed in Conduit (L-108)	\$	\$
18	1,520	LF	No. 8 AWG, THWN-2 Cable, Installed in Conduit (L-108)	\$	\$
19	625	LF	No. 6 AWG, THWN-2 or XHHW-2 Insulated, Stranded Cable, Installed in Conduit (L-108)	\$	\$

Item No.	Approx. Qty	Unit of Measure	ITEMS WITH UNIT PRICE BID	UNIT PRICE	TOTAL PRICE
20	125	LF	No. 4 AWG, THWN-2 or XHHW-2 Insulated, Stranded Equipment Grounding Cable, Installed in Conduit (L-108)	\$	\$
21	375	LF	No. 4/0 AWG, THWN-2 or XHHW-2 Insulated, Stranded Cable, Installed in Conduit (L-108)	\$	\$
22	1	LS	Miscellaneous Vault Equipment (L-109)	Lump Sum	\$
23	8,500	LF	Non-encased Electrical Conduit, 1-way 2" PVC (L-110)	\$	\$
24	290	LF	Non-Encased 1 way 2" RGS Electrical Conduit (L-110)	\$	\$
25	55	LF	Duct Bank Crossing (4-4") PVC (L-110)	\$	\$
26	2	EA	Electrical Manhole 2' x 2' x 3' Precast Concrete (L-115)	\$	\$
27	2	EA	L-867 Junction Base Can (L-115)	\$	\$
28	24	EA	L-861 New Elevated Runway Edge Lights (MIRL) w/ White Lens (L-125)	\$	\$
29	6	EA	L-861 New Elevated Runway Edge Lights (MIRL) w/ Yellow/Red Lens (L-125)	\$	\$
30	6	EA	L-861SE New Elevated Runway End Lights (MIRL) w/ Green/Red Lens (L-125)	\$	\$
31	6	EA	L-861E New Elevated Runway End Lights (MIRL) w/ Red Lens (L-125)	\$	\$
32	6	EA	L-861SE New Elevated Runway Edge Lights (MIRL) w/ Green Unidirectional Lens (L-125)	\$	\$
33	1	LS	Generator (Section 26 32 13)	Lump Sum	\$
34	1	LS	HVAC (Section 15770)	Lump Sum	
Sub-Total					\$
Washington State Sales Tax (8.7%)					\$
Grand Total					\$

The following Addendum/Addenda is/are hereby acknowledged:

Addendum No.	Date of Addendum/Addenda	Signed Acknowledgment
1. _____		
2. _____		
3. _____		
4. _____		

NOTE: The listed addenda is hereby incorporated by reference into the Bid form. Failure to acknowledge any issued Addenda will render proposal non-responsive and therefore void. It is the sole responsibility of the Bidder to learn of Addendum, if any. Such information may be obtained from the City of Vancouver Procurement Services' website at: cityofvancouver.bonfirehub.com

In accordance with RCW 39.04.350 (1) a, before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:

(a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW, a plumbing contractor license in compliance with chapter 18.106 RCW, an elevator contractor license in compliance with chapter 70.87 RCW, or an electrical contractor license in compliance with chapter 19.28 RCW, as required under the provisions of those chapters;

Please fill out the below the table if you plan to use a subcontractor or self-perform the work:

Description of Work	Self Perform	Sub Contract	Work Not In Project
Electrical	☐	☐	☐
Plumbing	☐	☐	☒
Elevator	☐	☐	☒

The undersigned, under penalty of perjury, hereby certifies that said person(s), firm, association, LLC, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

The undersigned declares that they have reviewed the insurance requirements listed in the Contract and have discussed both cost and availability of these insurance requirements with my insurance broker/agent. The bid being submitting accurately reflects the cost and availability of the insurance requirements as outlined by the City of Vancouver, which I will abide by if awarded the contract.

The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for bidders and that their bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said bid is as stated on these pages. **By signing this page of the bid, the Contractor acknowledges and agrees to the terms and conditions of each of the forms (the bid bond form must be signed separately), included in the bid documents.**

_____ Authorized Official (Signature)	_____ Date
_____ Print Name of Authorized Official	_____ Title of Authorized Official
_____ Company Name	_____ Telephone Number
_____ Address	_____ City, State, Zip
_____ E-mail Address	_____ Federal Employee I.D. #
_____ State Contractor's License Number	_____ Washington Unified Business Identifier (UBI#)
_____ Employment Security Reference Number	

NOTE:

1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation or LLC, this proposal must be executed by a duly authorized official.
3. Proposals submitted must be complete and include pricing for the work to be completed, in whole, per the attached plans and specifications.

NON-DISCRIMINATION CLAUSE

RCW 35.22.650-Public Works or Improvements-Minority Business, Employees-Contract, Contents

All contracts by and between a first class city and contractors for any public work or improvement exceeding the sum of ten thousand dollars, or fifteen thousand dollars for construction of water mains, shall contain the following clause:

“Contractor agrees that they shall actively solicit the employment of minority group members. Contractor further agrees that they shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of his/her compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section as part of the bid.”

As used in this section, the term “minority business” means a business of at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to, African Americans, Women, Native Americans, Asians, Eskimos, Aleuts, and Hispanics.

By signing the bid form the bidder certifies that they agree to comply with this non-discrimination clause and shall provide documentation of compliance as requested by the City.

By signing the signature page of the proposal, the Contractor acknowledges and agrees to the terms and conditions of this form.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date **Tuesday, March 26, 2024** that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

* If a corporation, bid must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, bid must be executed by a partner.

NON-COLLUSION AND DEBARMENT AFFIDAVIT

State of _____

County of _____

I, an authorized representative of _____, being first duly sworn on oath do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debarring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49 CFR Part 29 Section 29.215).

NOTICE TO ALL BIDDERS

To report rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

By signing the signature page of the proposal, the Contractor acknowledges and agrees to the terms and conditions of this form.

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his/her or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

By signing the signature page of the proposal, the Contractor acknowledges and agrees to the terms and conditions of this form.

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (☑) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
 - a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as nondomestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☑) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (☑) is not (☑) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☑) is not (☑) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability

By signing the signature page of the proposal, the Contractor acknowledges and agrees to the terms and conditions of this form.

BID SECURITY FORM
Complete one of the following:

CASHIERS CHECK

Herewith find deposit in the form of a cashier's check in the amount of \$ _____,
which amount is not less than five percent (5%) of the total bid.

Signature _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____
_____, as surety, are held and firmly bound unto the City of Vancouver
as Obligee in the penal sum of _____
_____ dollars for the payment of which the Principal and the Surety bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for:

ITB 24-01: Electrical Replacement Project

according to the terms of the proposal or bid made by the Principal therefore, and the principal shall duly
make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and
award and shall give bond for the faithful performance thereof, with Surety and Sureties approved by the
Obligee, or if the Principal shall, in case of failure so to do, pay and forfeit to the Obligee the penal amount
of the deposit specified in the call for bids, then this obligation shall be null and void, otherwise it shall be
and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty
and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ day of _____, 2024.

Principal

Surety



**CONSTRUCTION CONTRACT # Supplier Contract #
ITB 24-01: ELECTRICAL REPLACEMENT PROJECT**

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Contractor Name (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to provide public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 24-01 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on Month Day, Year per Staff Report No. ##-##; and

WHEREAS, the Contractor represents by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

- 1. STATEMENT OF WORK:** The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

This Contract provides for the removal and replacement of the existing Pearson Field Airport's Runway 8-26 edge lighting system, including associated light fixtures, cable, and conduit. Additional construction items include the replacement of the existing regulator, installation of a backup regulator, installation of a backup generator and other work, all in accordance with the attached Plan Set, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

All work under the contract shall be substantially completed within 40 Working Days of the Notice to Proceed date with all work expected to take place between September 1, 2024 and October 31, 2024. Runway 8-26 shall not be closed for more than 40 Working Days total contained within eight (8) continuous calendar weeks.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.
3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
5. **DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

6. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.5% Washington State Sales Tax (if applicable) \$000.00 USD.

The amount finally to be paid is, however, variable upon the Work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Bid and as modified by any and all approved Change Orders.

7. **CONTRACTOR'S INSURANCE:** The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

In addition, all policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this Contract.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000

COVERAGE	LIMITS OF LIABILITY
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall

comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

- 9. DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.
- 10. GOVERNING LAW/VENUE:** This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.
- 11. EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.
- 12. PAYMENT OF LABOR:** The contract will require the payment and tracking of federal wages through Davis Bacon and will be subject to regulations of the U.S. Department of Labor. The higher wage rate between the Federal and State rates, at minimum shall prevail per WAC 296-127-025.

The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six (6) months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six (6) months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for

arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

- 13. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148):** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 14. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708):** Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 15. PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030

and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 16. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

- 17. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

- 18. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor,

the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

- 19. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 20. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 21. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 22. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 23. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 24. ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.
- 25. TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.

- 26. TERMINATION FOR CAUSE:** In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

- 27. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

- 28. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

- 29. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.

- 30. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.

- 31. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory,

mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.

32. EQUAL OPPORTUNITY CLAUSE: During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

33. CLEAN AIR ACT: The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

34. DEBARMENT: The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

35. BINDING EFFECT: The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

36. RATIFICATION: Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

37. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: The complete Contract includes these parts, all of which are incorporated herein by reference, and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,
3. Contractor's Bid including Addenda to the Solicitation,
4. Construction Plans,
5. Permits from government agencies,
6. Required Contract Provisions (FAA),
7. General Provisions & Construction Items (FAA),
8. Technical Specifications (FAA),
9. General Conditions for Facility Construction (COV), and
10. WSDOT Standard Specifications

On the Contract Plans, Working Drawings, and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

- 38. NOTICES:** All notices which are given or required to be given pursuant to this Contract shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the Owner:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
anna.vogel@cityofvancouver.us

For the Contractor:

Contact Name
Company Name
Address
City State Zip
Email Address

The undersigned, as the authorized representatives of the Owner and Contractor respectively, agree to all of the terms and conditions contained in this Contract, as of the dates set forth below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Company Name

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

LABOR AND MATERIALS PAYMENT BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPANIED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)

KNOW ALL MEN BY THESE PRESENTS:

We the Undersigned _____ as
PRINCIPAL (Contractor) and _____
a corporation organized and existing under and by virtue of the laws of the state of _____
_____, and duly authorized to do surety business in the state of Washington and named on the
current list of approved surety companies acceptable on federal bonds and conforming with the
underwriting limitations as published in the Authorized Insurance List in the State of Washington
published by the Office of the Insurance Commissioner and which carries an "A" rating and is of the
appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold
and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, unto CITY OF VANCOUVER, as OBLIGEE, in the sum of _____
_____ Dollars (\$_____) in lawful money of the United States of
America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with
CITY OF VANCOUVER dated _____, 20____, which contract is hereunto annexed and
made a part hereof, for accomplishment of the all contract terms for the project described as follows:

ITB 24-01: Electrical Replacement Project

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors,
corporations and/or others furnishing materials for or performing labor in the prosecution of the Work
provided for in the aforesaid contract, and any authorized extension or modification thereof, including all
amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed
or used in connection with the performance of such Work, and for all labor performed in connection with
such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this
obligation shall become null and void; otherwise this obligation shall remain in full force and effect,
subject, however, to the following condition:

The above-named PRINCIPAL and SURETY hereby jointly and severally agree that every claimant,
who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to
final judgment in for such sum or sums as may be justly due claimant, and have execution thereon. The
OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any
such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all
changes, extensions of time, alterations to the terms of the contract or to Work to be performed
thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's
undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of the contract or to the Work or to the Specifications. Any such
change, extension of time, alteration or addition to the terms of the contract or to the Work or to the
Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount,

provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material, persons, or any other person who provides supplies or provisions for carrying out the work or the failure of CONTRACTOR pay the state of Washington all taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

* Must be signed by president or vice-president of Contractor.

PERFORMANCE BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPANIED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)

KNOW BY ALL MEN BY THESE PRESENTS:

We the undersigned _____ as
PRINCIPAL (hereinafter called CONTRACTOR), and _____
a corporation organized and existing under and by virtue of the laws of the state of _____
_____ duly authorized to do surety business in the state of Washington and named on the
current list of approved surety companies acceptable on federal bonds and conforming with the
underwriting limitations as published in the Authorized Insurance List in the State of Washington
published by the Office of the Insurance Commissioner and which carries an "A" rating and is of the
appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold
and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, to pay to CITY OF VANCOUVER as OBLIGEE (hereinafter called CITY OF VANCOUVER), the amount
of _____ Dollars (\$ _____
_____) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with CITY OF VANCOUVER dated
_____, 20____, which Contract is hereunto annexed and made a part hereof, for
accomplishment of the all contract terms for the project described as follows:

ITB 24-01: Electrical Replacement Project

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly,
truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the
aforesaid contract and having performed its obligations thereunder, then this obligation shall be null and
void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by CITY OF VANCOUVER to be in default under the
Contract Documents for the project described herein, the SURETY shall promptly remedy the default by
completing the project in accordance with the Contract Documents and the project Specifications with a
contractor approved by the CITY OF VANCOUVER. SURETY, for value received, further stipulates and
agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or
Specifications for the above described contract are within the scope of the SURETY's undertaking on this
bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to
the terms of the contract or to the Work or to the Specifications. Any such change, extension of time,
alteration or addition to the terms of the contract or to the Work or to the Specifications shall
automatically increase the obligation of the Surety hereunder in a like amount, provided that such
increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the
consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive
payments made hereunder, until the full amount of the obligation is exhausted.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct
or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors,
or lower tier subcontractors of the CONTRACTOR) to faithfully perform the terms of the contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY OF VANCOUVER or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

SURETY

By: _____

Title: _____

Street Address

City State ZIP

Phone Number

CONTRACTOR

By*: _____

Title: _____

Street Address

City State ZIP

Phone Number

* Must be signed by president or vice-president of Contractor.

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 03/26/2024

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Clark	Asbestos Abatement Workers	Journey Level	\$54.85	<u>6Z</u>	<u>1M</u>		View
Clark	Boilermakers	Journey Level	\$74.29	<u>5N</u>	<u>1C</u>		View
Clark	Brick Mason	Brick Finisher	\$45.83	<u>5A</u>	<u>1B</u>		View
Clark	Brick Mason	Caulker-Pointer-Cleaner	\$71.24	<u>5A</u>	<u>1B</u>		View
Clark	Brick Mason	Journey Level	\$71.24	<u>5A</u>	<u>1B</u>		View
Clark	Building Service Employees	Janitor	\$24.14	<u>6G</u>	<u>1</u>		View
Clark	Building Service Employees	Shampooer	\$24.14	<u>6G</u>	<u>1</u>		View
Clark	Building Service Employees	Waxer	\$24.14	<u>6G</u>	<u>1</u>		View
Clark	Building Service Employees	Window Cleaner	\$31.56	<u>6G</u>	<u>1</u>		View
Clark	Cabinet Makers (In Shop)	Journey Level	\$16.28		<u>1</u>		View
Clark	Carpenters	Acoustical Worker	\$65.45	<u>5A</u>	<u>1B</u>		View
Clark	Carpenters	Bridge & Highway Carpenter	\$66.05	<u>5A</u>	<u>1B</u>		View
Clark	Carpenters	Floor Layer And Floor Finishers	\$65.45	<u>5A</u>	<u>1B</u>		View
Clark	Carpenters	Journey Level	\$65.45	<u>5A</u>	<u>1B</u>		View
Clark	Carpenters	Scaffold/Shoring Erecting & Dismantling	\$65.45	<u>7E</u>	<u>4X</u>	<u>8N</u>	View
Clark	Carpenters	Stationary Power Saw	\$65.45	<u>5A</u>	<u>1B</u>		View
Clark	Cement Masons	Journey Level	\$63.28	<u>7E</u>	<u>1H</u>		View
Clark	Divers & Tenders	Bell/Vehicle/Submersible Operator (not under pressure)	\$117.21	<u>5A</u>	<u>1B</u>		View
Clark	Divers & Tenders	Dive Master	\$85.02	<u>5A</u>	<u>1B</u>		View
Clark	Divers & Tenders	Dive Supervisor	\$85.02	<u>5A</u>	<u>1B</u>		View
Clark	Divers & Tenders	Diver	\$117.21	<u>5A</u>	<u>1B</u>	<u>8V</u>	View
Clark	Divers & Tenders	Diver On Standby	\$80.52	<u>5A</u>	<u>1B</u>		View
Clark	Divers & Tenders	Diver Tender	\$73.21	<u>5A</u>	<u>1B</u>		View
Clark	Divers & Tenders	Manifold Operator	\$73.21	<u>5A</u>	<u>1B</u>		View
Clark	Divers & Tenders	Manifold Operator Mixed Gas	\$77.71	<u>5A</u>	<u>1B</u>		View
Clark	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$73.21	<u>5A</u>	<u>1B</u>		View
Clark	Divers & Tenders	Remote Operated Vehicle Tender	\$68.34	<u>5A</u>	<u>1B</u>		View

Clark	Dredge Workers	Assistant Engineer	\$70.01	5D	1N	8D	View
Clark	Dredge Workers	Assistant Mate (deckhand)	\$64.65	5D	1N	8D	View
Clark	Dredge Workers	Boatman (licensed)	\$70.01	5D	1N	8D	View
Clark	Dredge Workers	Fill Equipment Operator	\$67.35	5D	1N	8D	View
Clark	Dredge Workers	Fireman	\$68.52	5D	1N	8D	View
Clark	Dredge Workers	Leverman (hydraulic & Clamshell)	\$73.17	5D	1N	8D	View
Clark	Dredge Workers	Mate	\$70.01	5D	1N	8D	View
Clark	Dredge Workers	Oiler	\$64.65	5D	1N	8D	View
Clark	Dredge Workers	Tenderman (boatman Attending Dredge Plant)	\$68.52	5D	1N	8D	View
Clark	Dredge Workers	Welder	\$70.01	5D	1N	8D	View
Clark	Drywall Applicator	Journey Level	\$65.45	5A	1B		View
Clark	Drywall Tapers	Journey Level	\$63.70	7E	1E		View
Clark	Electrical Fixture Maintenance Workers	Journey Level	\$26.96		1		View
Clark	Electricians - Inside	Journey Level	\$91.09	5A	1B		View
Clark	Electricians - Inside	Journeyman, Welder	\$97.32	5A	1B		View
Clark	Electricians - Motor Shop	Craftsman	\$16.28		1		View
Clark	Electricians - Motor Shop	Journey Level	\$16.28		1		View
Clark	Electricians - Powerline Construction	Cable Splicer	\$93.00	5A	4D		View
Clark	Electricians - Powerline Construction	Certified Line Welder	\$85.42	5A	4D		View
Clark	Electricians - Powerline Construction	Groundperson	\$55.27	5A	4D		View
Clark	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$85.42	5A	4D		View
Clark	Electricians - Powerline Construction	Journey Level Lineperson	\$85.42	5A	4D		View
Clark	Electricians - Powerline Construction	Line Equipment Operator	\$73.35	5A	4D		View
Clark	Electricians - Powerline Construction	Meter Installer	\$55.27	5A	4D	8W	View
Clark	Electricians - Powerline Construction	Pole Sprayer	\$85.42	5A	4D		View
Clark	Electricians - Powerline Construction	Powderperson	\$63.50	5A	4D		View
Clark	Electronic Technicians	Journey Level	\$74.89	5A	1B		View
Clark	Elevator Constructors	Mechanic	\$111.71	5N	4A		View
Clark	Elevator Constructors	Mechanic In Charge	\$120.87	5N	4A		View
Clark	Fabricated Precast Concrete Products	Journey Level	\$16.28		1		View
Clark	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$16.28		1		View
Clark	Fence Erectors	Fence Erector	\$46.90	6Z	1M		View
Clark	Fence Erectors	Fence Laborer	\$46.90	6Z	1M		View
Clark	Flaggers	Journey Level	\$50.12	6Z	1M		View
Clark	Glaziers	Journey Level	\$73.97	7I	11K		View

Clark	Heat & Frost Insulators And Asbestos Workers	Mechanic	\$83.04	5N	1F		View
Clark	Heating Equipment Mechanics	Mechanic	\$77.90	5A	1B		View
Clark	Hod Carriers & Mason Tenders	Journey Level	\$58.20	5D	1B		View
Clark	Industrial Power Vacuum Cleaner	Journey Level	\$18.50		1		View
Clark	Inland Boatmen	Boat Operator	\$61.41	5B	1K		View
Clark	Inland Boatmen	Cook	\$56.48	5B	1K		View
Clark	Inland Boatmen	Deckhand	\$57.48	5B	1K		View
Clark	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K		View
Clark	Inland Boatmen	Launch Operator	\$58.89	5B	1K		View
Clark	Inland Boatmen	Mate	\$57.31	5B	1K		View
Clark	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$16.28		1		View
Clark	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$16.28		1		View
Clark	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$16.28		1		View
Clark	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$17.39		1		View
Clark	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$16.28		1		View
Clark	Insulation Applicators	Journey Level	\$65.45	5A	1B		View
Clark	Ironworkers	Journey Level	\$78.11	15K	11N		View
Clark	Laborers	Anchor Machines	\$54.85	6Z	1M		View
Clark	Laborers	Application (including Pot Power Tender For Same), Applying Protective Material By Hand Or Nozzle On Utility Lines Or Storage Tanks On Project	\$54.24	6Z	1M	8S	View
Clark	Laborers	Asbestos Removal	\$54.85	6Z	1M		View
Clark	Laborers	Asphalt Plant Laborers	\$53.44	6Z	1M	8T	View
Clark	Laborers	Asphalt Raker	\$55.36	6Z	1M		View
Clark	Laborers	Asphalt Spreaders	\$53.44	6Z	1M	8T	View
Clark	Laborers	Ballast Regulators	\$54.85	6Z	1M		View
Clark	Laborers	Batch Weighman	\$53.44	6Z	1M	8T	View
Clark	Laborers	Bit Grinder	\$54.85	6Z	1M		View
Clark	Laborers	Brick Pavers (Dry)	\$53.44	6Z	1M	8T	View
Clark	Laborers	Broomers	\$53.44	6Z	1M	8T	View
Clark	Laborers	Brush (power Saw)	\$54.24	6Z	1M	8S	View
Clark	Laborers	Brush Burners And Cutters	\$53.44	6Z	1M	8T	View
Clark	Laborers	Burners	\$54.24	6Z	1M	8S	View
Clark	Laborers	Car And Truck Loaders	\$53.44	6Z	1M	8T	View
Clark	Laborers	Carpenter Tender	\$53.44	6Z	1M	8T	View

Clark	Laborers	Change-house Man Or Dry Shack Man	\$53.44	6Z	1M	8T	View
Clark	Laborers	Chipping Guns	\$54.24	6Z	1M	8S	View
Clark	Laborers	Choker Setters	\$53.44	6Z	1M	8T	View
Clark	Laborers	Choker Splicer	\$54.24	6Z	1M	8S	View
Clark	Laborers	Chuck Tender	\$54.24	6Z	1M	8S	View
Clark	Laborers	Clary Power Spreader And Similar Types	\$54.24	6Z	1M	8S	View
Clark	Laborers	Clean Up Laborers	\$53.44	6Z	1M	8T	View
Clark	Laborers	Clean-up Nozzleman-green-cutter (concrete Rock, Etc.)	\$54.24	6Z	1M	8S	View
Clark	Laborers	Concrete Crew, Bull Gang	\$54.24	6Z	1M	8S	View
Clark	Laborers	Concrete Laborers	\$54.24	6Z	1M	8S	View
Clark	Laborers	Concrete Nozzlemen	\$55.36	6Z	1M		View
Clark	Laborers	Concrete Power Buggyman	\$54.24	6Z	1M	8S	View
Clark	Laborers	Concrete Saw Operator	\$54.85	6Z	1M		View
Clark	Laborers	Concrete Saw Operator (walls)	\$55.36	6Z	1M		View
Clark	Laborers	Confined Space / Hole Watch	\$50.12	6Z	1M		View
Clark	Laborers	Crusher Feeder	\$54.24	6Z	1M	8S	View
Clark	Laborers	Curing, Concrete	\$53.44	6Z	1M	8T	View
Clark	Laborers	Demolition And Wrecking Charred Materials	\$54.24	6Z	1M	8S	View
Clark	Laborers	Demolition, Wrecking And Moving Laborers	\$53.44	6Z	1M	8T	View
Clark	Laborers	Drill Doctor	\$54.85	6Z	1M		View
Clark	Laborers	Drill Operators, Air Tracks, Cat Drills, Wagon Drills, Rubber-mounted Drills And Other Similar Types, Including At Crusher Plants	\$55.36	6Z	1M		View
Clark	Laborers	Dry Pack Machine	\$54.24	6Z	1M	8S	View
Clark	Laborers	Dry Stack Walls	\$53.44	6Z	1M	8T	View
Clark	Laborers	Dumpers, Road Oiling Crew	\$53.44	6Z	1M	8T	View
Clark	Laborers	Dumpmen (for Grading Crew)	\$53.44	6Z	1M	8T	View
Clark	Laborers	Elevator Feeders	\$53.44	6Z	1M	8T	View
Clark	Laborers	Erosion Control Specialist	\$53.44	6Z	1M	8T	View
Clark	Laborers	Final Clean-up	\$50.12	6Z	1M		View
Clark	Laborers	Fine Graders	\$53.44	6Z	1M	8T	View
Clark	Laborers	Fire Watch	\$50.12	6Z	1M		View
Clark	Laborers	Form Strippers (not Swinging Stages)	\$53.44	6Z	1M	8T	View
Clark	Laborers	General Laborer	\$53.44	6Z	1M	8T	View
Clark	Laborers	Grade Checker	\$55.36	6Z	1M		View
Clark	Laborers	Guard Rail, Median Rail, Reference Post Guide Post, Right-of-way Marker	\$53.44	6Z	1M	8T	View
Clark	Laborers	Guniting Nozzleman	\$55.36	6Z	1M		View
Clark	Laborers	Guniting Nozzleman Tender	\$54.24	6Z	1M	8S	View

Clark	Laborers	Gunite Or Sand Blasting Pot Tender	\$54.24	6Z	1M	8S	View
Clark	Laborers	Hand Placed Sand Blasting (wet)	\$54.24	6Z	1M	8S	View
Clark	Laborers	Handlers Or Mixers Of All Materials Of An Irritating Nature (including Cement & Lime)	\$54.24	6Z	1M	8S	View
Clark	Laborers	Hazardous Waste Worker	\$54.85	6Z	1M		View
Clark	Laborers	High Scalers, Strippers And Drillers Covers Work In Swinging Stages, Chairs Or Belts, Under Extreme Conditions Unusual To Blasting, Barring Down, Or S	\$55.36	6Z	1M		View
Clark	Laborers	Jackhammer	\$54.24	6Z	1M	8S	View
Clark	Laborers	Laser Beam	\$55.36	6Z	1M		View
Clark	Laborers	Laser Beam (pipe Laying) - Applicable When Employee Assigned To Move, Set Up, Align	\$55.36	6Z	1M		View
Clark	Laborers	Laser Beam (tunnel) - Applicable When Employee Assigned To Move, Set Up, Align	\$55.36	6Z	1M		View
Clark	Laborers	Lead Abatement	\$54.85	6Z	1M		View
Clark	Laborers	Leverman Or Aggregate Spreaders (flaherty And Similar Types)	\$53.44	6Z	1M	8T	View
Clark	Laborers	Loading Spotters	\$53.44	6Z	1M	8T	View
Clark	Laborers	Loop Installation	\$55.36	6Z	1M		View
Clark	Laborers	Manhole Building	\$54.85	6Z	1M		View
Clark	Laborers	Material Yard Man	\$53.44	6Z	1M	8T	View
Clark	Laborers	Miner - Tunnel	\$55.36	6Z	1M		View
Clark	Laborers	Miner - Tunnel	\$55.36	6Z	1M		View
Clark	Laborers	Mold Remediation Or Removal	\$54.85	6Z	1M		View
Clark	Laborers	Multiple Tampers	\$54.85	6Z	1M		View
Clark	Laborers	Nippers And Timbermen	\$54.85	6Z	1M		View
Clark	Laborers	Nuclear Plant Worker - Lead Shield	\$54.85	6Z	1M		View
Clark	Laborers	Paving Breakers	\$54.24	6Z	1M	8S	View
Clark	Laborers	Pilot Car	\$50.12	6Z	1M		View
Clark	Laborers	Pipe Doping & Wrapping	\$54.24	6Z	1M	8S	View
Clark	Laborers	Pipe Layer All Types	\$55.36	6Z	1M		View
Clark	Laborers	Pittsburgh Chipper Operator Or Similar Types	\$53.44	6Z	1M	8T	View
Clark	Laborers	Post Hold Digger, Air, Gas Or Electric	\$54.24	6Z	1M	8S	View
Clark	Laborers	Pot Tender	\$54.24	6Z	1M	8S	View
Clark	Laborers	Powderman	\$55.36	6Z	1M		View
Clark	Laborers	Powderman Tender	\$53.44	6Z	1M	8T	View
Clark	Laborers	Power Jacks	\$54.85	6Z	1M		View

Clark	Laborers	Power Saw Operators (bucking & Falling)	\$54.85	6Z	1M		View
Clark	Laborers	Pressure Washer	\$54.24	6Z	1M	8S	View
Clark	Laborers	Pumpcrete Nozzleman	\$55.36	6Z	1M		View
Clark	Laborers	Railroad Track Laborers	\$53.44	6Z	1M	8T	View
Clark	Laborers	Ribbon Setter, Head	\$54.24	6Z	1M	8S	View
Clark	Laborers	Ribbon Setters (including Steel Forms)	\$53.44	6Z	1M	8T	View
Clark	Laborers	Rigger/Signal Person	\$53.44	6Z	1M	8T	View
Clark	Laborers	Rip Rap Man (hand Placed)	\$53.44	6Z	1M	8T	View
Clark	Laborers	Rip Rap Man (head)	\$54.24	6Z	1M	8S	View
Clark	Laborers	Road Pump Tender	\$53.44	6Z	1M	8T	View
Clark	Laborers	Sand Blasting (dry)	\$54.85	6Z	1M		View
Clark	Laborers	Scaffold Tender	\$53.44	6Z	1M	8T	View
Clark	Laborers	Sewer Labor	\$53.44	6Z	1M	8T	View
Clark	Laborers	Sewer Timbermen	\$54.85	6Z	1M		View
Clark	Laborers	Signalman	\$53.44	6Z	1M	8T	View
Clark	Laborers	Skipman	\$53.44	6Z	1M	8T	View
Clark	Laborers	Slopers	\$53.44	6Z	1M	8T	View
Clark	Laborers	Spraymen	\$53.44	6Z	1M	8T	View
Clark	Laborers	Stake Chaser	\$53.44	6Z	1M	8T	View
Clark	Laborers	Stake-setter	\$54.24	6Z	1M	8S	View
Clark	Laborers	Stockpiler	\$53.44	6Z	1M	8T	View
Clark	Laborers	Tampers	\$54.24	6Z	1M	8S	View
Clark	Laborers	Tie Back Shoring	\$54.24	6Z	1M	8S	View
Clark	Laborers	Timber Faller And Bucker (hand Labor)	\$53.44	6Z	1M	8T	View
Clark	Laborers	Toolroom Man (at Job Site)	\$53.44	6Z	1M	8T	View
Clark	Laborers	Track Liners	\$54.85	6Z	1M		View
Clark	Laborers	Traffic Control Laborer	\$53.44	6Z	1M	8T	View
Clark	Laborers	Traffic Control Supervisor	\$55.36	6Z	1M		View
Clark	Laborers	Tugger Operator	\$54.85	6Z	1M		View
Clark	Laborers	Tunnel Bullgang (above Ground)	\$55.36	6Z	1M		View
Clark	Laborers	Tunnel Chuck Tenders	\$55.36	6Z	1M		View
Clark	Laborers	Tunnel Motorman - Dinky Locomotive	\$55.36	6Z	1M		View
Clark	Laborers	Tunnel Muckers, Brakemen	\$55.36	6Z	1M		View
Clark	Laborers	Tunnel Powderman	\$55.36	6Z	1M		View
Clark	Laborers	Tunnel Shield Operator	\$55.36	6Z	1M		View
Clark	Laborers	Vibrating Screed	\$54.85	6Z	1M		View
Clark	Laborers	Vibrators (all Types)	\$54.85	6Z	1M		View
Clark	Laborers	Water Blaster	\$54.85	6Z	1M		View
Clark	Laborers	Weight-man-crusher (aggregate When Used)	\$53.44	6Z	1M	8T	View
Clark	Laborers	Welder	\$54.85	6Z	1M		View
Clark	Laborers - Underground Sewer & Water	General Laborer and Topman	\$55.36	6Z	1M		View

Clark	Laborers - Underground Sewer & Water	Pipe Layer	\$55.36	6Z	1M		View
Clark	Landscape Construction	Landscape Operator	\$65.93	7B	4G	8U	View
Clark	Landscape Construction	Landscaping or Planting Laborer	\$42.62	6Z	1M		View
Clark	Landscape Maintenance	Groundskeeper	\$16.28		1		View
Clark	Lathers	Journey Level	\$65.25	5A	1B		View
Clark	Marble Setters	Journey Level	\$72.24	5A	1B		View
Clark	Metal Fabrication (In Shop)	Fitter	\$43.03	6H	1E		View
Clark	Metal Fabrication (In Shop)	Laborer	\$31.76	6H	1E		View
Clark	Metal Fabrication (In Shop)	Layerout	\$47.96	6H	1E		View
Clark	Metal Fabrication (In Shop)	Machine Operator	\$43.43	6H	1E		View
Clark	Metal Fabrication (In Shop)	Painter	\$40.73	6H	1E		View
Clark	Metal Fabrication (In Shop)	Welder	\$43.03	6H	1E		View
Clark	Millwright	Journey Level	\$75.38	5A	1B		View
Clark	Modular Buildings	Journey Level	\$16.28		1		View
Clark	Painters	Bridge Painter	\$56.94	7E	11L		View
Clark	Painters	Commercial Painter	\$48.86	7E	11L		View
Clark	Painters	Industrial Painter	\$50.81	7E	11L	9F	View
Clark	Pile Driver	Journey Level	\$66.39	5A	1B		View
Clark	Plasterers	Journey Level	\$63.74	5H	1E		View
Clark	Playground & Park Equipment Installers	Journey Level	\$16.28		1		View
Clark	Plumbers & Pipefitters	Journey Level	\$91.57	5Z	1Q		View
Clark	Power Equipment Operators	Air Filtration Equipment(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Asphalt Plant (any Type) (assistant Engineer Required) (group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Asphalt, Burner & Reconditioner (any Type), (asst To Engineer If Required)(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Asphalt, Extrusion Machine Operator(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Asphalt, Paver (screed Man Required)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Asphalt, Pugmill (any Type) (group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Asphalt, Raker(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Asphalt, Roller (any Asphalt Mix)(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Asphalt, Roto-mill, Pavement Profiler Under 8 Ft Lateral Cut(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Asphalt, Roto-mill, Pavement Profiler, 8 Ft Lateral Cut & Over(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Asphalt, Roto-mill, Pavement Profiler, Groundman(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Asphalt, Screed(group 4)	\$67.17	7B	4G	8U	View

Clark	Power Equipment Operators	Asphalt, Truck Mounted Spreader, With Screed(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Auger Oiler(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Auto Grader Or "trimmer" (grade Checker Required) (group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Back Filling Machine (assistant To Engineer Required)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Backhoe, Robotic, Track And Wheel Type Up To And Including 20,000 Lbs. With Any Attachments(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Band Wagons (in Conjunction With Whell Excavator)(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Bell Man (any Type Of Communication)(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Blade Any Type(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Blade, Robotic(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Boatman(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Boatman, Licensed(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Bobcat, Skid Steer (< 1yd) (group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Boom Type Lifting Device, 5 Ton Capacity Or Less(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Boring Machine (asst To Engineer Required)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Broom Self-propelled, Construction Job Site(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Bulldozer Operator, 20,000 Lbs Or Less, Or 100 Horse Or Less(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Bulldozer Operator, Over 20,000 Lbs And More Than 100 Horse Up To 70,000 Lbs(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Bulldozer Over 70,000 Lbs Up To And Including 120,000 Lbs(group 3)	\$70.50	7B	4G	8U	View
Clark	Power Equipment Operators	Bulldozer Over 120,000 Lbs And Above(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Bulldozer Robotic Equipment(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Cable-plow (any Type)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Cableway 25 Ton & Over(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Cableway Up To 25 Ton(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Canal Trimmer (grade Oiler Required)(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Cat Drill (john Henry)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Cement Pump(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Challenger(group 4)	\$67.17	7B	4G	8U	View

Clark	Power Equipment Operators	Chip Spreading Machine(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Chippers (asst To Engineer If Required)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Churn Drill & Earth Boring Machine(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Combination Heavy Duty Mechanic-welder, When Required To Do Both(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Compactor Self Propelled Without Blade(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Compactor With Blade Self Propelled(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Compactor, Multi-engine(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Compactor, Robotic(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Compressor (any Power) 1,250 Cu Ft And Over Total Capacity(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Compressor Operator (any Power) Under 1,250 Cu Ft Total Capacity(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete Batch Plant And/or Wet Mix (3 Units Or More) (group1)	\$73.56	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete Batch Plant And/or Wet Mix Operator (1 & 2 Drums)(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete Batch Plant Quality Control(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete Breaker (assistant To Engineer Required)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete Canal Line, Assistant To Engineer Required(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete Curing Machine (riding Type)(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete Diamond Head Profiler(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete Paving Road Mixer(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete Planer(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete Saw(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete, Automatic Slip Form Paver (asst To Engineer Required)(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete, Combination Mixer & Compressor Operator, Guniting Work(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete, Curb Machine Mechanical Berm, Curb And/or Curb And Gutter(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete, Finishing Machine(group 5)	\$65.93	7B	4G	8U	View

Clark	Power Equipment Operators	Concrete, Grout Plant(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete, Grouting Machine(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete, Joint Machine(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete, Mixer Mobile(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete, Mixer Single Drum Any Capacity(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete, Paving Machine 8' And Less (asst To Engineer Required)(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete, Placing Boom(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete, Pump Truck(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete, Pump(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete, Pumpcrete Operator (any Type)(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete, Reinforced Tank Banding Machine (asst To Engineer Required)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete, Slip Form Pumps, Power Driven Hydraulic Lifting Device For Concrete Forms(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete, Spreader(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete, Telebelt(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Concrete, Treated Base Roller Operator, Oiling(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Conveyor Operator Or Assistant(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Conveyored Material Hauler(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Bridge Locomotive, Gantry And Overhead(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Carry Deck(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Chicago Boom & Similar Types(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Floating (derrick Barge) 30 Ton But Less Than 150 Ton (asst To Engineer Required) (group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Floating 150 Ton But Less Than 250 Ton (asst To Engineer Required) (group 1)	\$73.56	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Floating 250 Ton And Over (asst To Engineer And Deckhand Required)(group 1)	\$75.72	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Floating Clamshell 3 Cu. Yds. & Over (fireman Or Diesel Electric Engineer Required)(group 2)	\$71.65	7B	4G	8U	View

Clark	Power Equipment Operators	Crane, Floating Clamshell, Dragline Etc. Operator Under 3 Cu. Yds. Or Less Than 30 Ton (diesel-electric Engineer Required)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Hydraulic 200 Ton Through 399 Ton (group 1)	\$73.56	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Hydraulic 50 Ton Through 89 Ton With Luffing Or Tower Attachment(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Hydraulic 50 Ton Through 89 Tons(group 3)	\$70.50	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Hydraulic 90 Ton Through 199 Ton With Luffing Or Tower Attachment (group 1)	\$73.56	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Hydraulic 90 Ton Through 199 Ton(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Hydraulic Crane 200 Ton Through 300 Ton With Luffing Or Tower Attachment(group 1)	\$75.72	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Hydraulic Crane 400 Ton And Over(group 1)	\$77.88	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Hydraulic Crane Over 300 Ton Through 399 Ton With Luffer Or Tower Attachment(group 1)	\$77.88	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Hydraulic Under 50 Ton(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Lattice Boom 200 Ton Through 299 Ton, With Over 200' Boom(group 1)	\$75.72	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Lattice Boom 300 Ton Through 399 Ton(group 1)	\$75.72	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Lattice Boom 300 Ton Through 399 Ton, With Over 200' Boom(group 1)	\$77.88	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Lattice Boom 50 Ton Through 89 Ton With 150' Boom Or Less(group 3)	\$70.50	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Lattice Boom 50 Ton Through 89 Ton With Over 150' Boom	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Lattice Boom 90 Ton Through 199 Ton With 150' - 200' Boom(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Lattice Boom Under 50 Ton(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Lattice Boom, 200 Ton Through 299 Ton With 200' Boom Or Less (group 1)	\$73.56	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Lattice Boom, 90 Ton Through 199 Ton With Over 200' Boom (group 1)	\$73.56	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Shovel, Dragline Or Clamshell 3 Cu. Yds. But Less	\$70.50	7B	4G	8U	View

		Than 5 Cu. Yds. (asst To Engineer Required)(group 3)					
Clark	Power Equipment Operators	Crane, Tower Crane With 175' Tower Or Less And With Less Than 200' Jib(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Tower Crane With Over 175' Tower Or Over 200' Jib (group 1)	\$73.56	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Tugger(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Whirley 90 Ton And Over (group 1)	\$73.56	7B	4G	8U	View
Clark	Power Equipment Operators	Crane, Whirley Under 90 Ton(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Crusher Feederman(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Crusher Oiler(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Crusher Plant(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Deckhand(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Derrick Operator Under 100 Ton (two Operators Required When Swing Control Is Remote From Hoist)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Diesel-electric Engineer (plant Or Floating)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Directional Drill Over 20,000 Lbs Pullback(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Drill Assistant(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Drill Cat Operator(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Drill Directional Type Less Than 20,000 Lbs Pullback(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Drill Doctor And/or (bit Grinder)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Drill Mud Mixer(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Drill Oscillator(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Drill, Directinal Locator(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Driller, Percussion, Diamond, Core, Cable, Rotary & Similar Type(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Elevating Grader Operator, Tractor Towed Requiring Operator Or Grader(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Elevating Loader Operator (any Type)(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Elevator To Move Personnel Or Materials(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Excavator Over 80,000 Lbs Through 130,000 Lbs(group 3)	\$70.50	7B	4G	8U	View
Clark	Power Equipment Operators	Excavator Operator, Over 20,000 Lbs Through 80,000 Lbs(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Excavator Operator, Over 130,000 Lbs(group 2)	\$71.65	7B	4G	8U	View

Clark	Power Equipment Operators	Fireman(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Floating, Crane 350 Ton And Over (asst To Engineer And Deckhand Required)(group 1)	\$77.88	7B	4G	8U	View
Clark	Power Equipment Operators	Fork Lift(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Fork Lift, Over 10 Ton Or Robotic(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Generator Operator(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Grade Checker(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Grade Setter / Layout From Plans(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Grade-all(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Guardrail Machines, I.e. Punch, Auger, Etc.(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Guardrail Punch Oiler(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Hammer Operator (pile Driver) (group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Heavy Duty Repairman Assistant(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Heavy Equipment Robotics Operator Or Mechanic(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Helicopter Hoist(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Helicopter Radioman (ground) (group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Helicopter When Used In Erecting Workcrane(group 1)	\$73.56	7B	4G	8U	View
Clark	Power Equipment Operators	Hoist Operator, Single Drum(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Hoist, 2 Drums Or More(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Hoist, Stiff Leg, Guy Derrick Or Similar Type, 50 Ton And Over(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Hydraulic Backhoe Track Type Up To And Including 20,000 Lbs(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Hydraulic Backhoe Wheel Type (any Make)(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Hydraulic Pipe Press(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Hydro Axe (loader Mounted Or Similar Type)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Hydrographic Seeder Machine Straw, Pulp Or Seed(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Hydrostatic Pump Operator(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Internal Full Slab Vibrator Operator(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Jack Operator, Elevating Barges, Barge Operator, Self-unloading (asst To Engineer Required)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Laser Screed(group 5)	\$65.93	7B	4G	8U	View

Clark	Power Equipment Operators	Lattice Boom Crane 400 Ton And Over(group 1)	\$77.88	7B	4G	8U	View
Clark	Power Equipment Operators	Lime Spreader, Construction Job Site(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Loaders Operator, Front End & Overhead, 25,000 Lbs And Less Than 60,000 Lbs(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Loaders, 120,000 Lbs And Above(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Loaders, 60,000 Lbs And Less Than 120,000 Lbs(group 3)	\$70.50	7B	4G	8U	View
Clark	Power Equipment Operators	Loaders, Rubber-tire Type, Less Than 25,000 Lbs(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Log Skidders(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Master Environmental Maintenance Mechanic(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Material Handler(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Mechanic, Heavy Duty(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Mixer Box (c.t.b., Dry Batch, Etc.)(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Oiler(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Parts Man (tool Room)(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Pavement Grinder And Or Grooving Machine (riding Type) (group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Pile Driver Operator (not Crane Type) (asst To Engineer Required)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Pipe Bending, Cleaning, Doping And Wrapping Machines(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Pipe, Cast In Place Pipe Laying Machine(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Plant Oiler(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Pump (any Power)(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Pump Operator, More Than 5 Pumps (any Size)(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Rail, Ballast Compactor, Regulator Or Tamper Machines(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Rail, Ballast Tamper Multi-purpose(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Rail, Brakeman, Switchman, Motorman(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Rail, Car Mover(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Rail, Clip Applicator(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Rail, High Rail Self Loader Truck(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Rail, Lo-railer(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Rail, Locomotive, 40 Ton And Over (asst To Engineer	\$65.93	7B	4G	8U	View

		Required)(group 5)					
Clark	Power Equipment Operators	Rail, Shuttle Car Operator(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Rail, Speedswing(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Rail, Switchman(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Rail, Tamping Machine, Mechanical, Self-propelled(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Rail, Track Liner(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Remote Controlled Earth Moving Equipment(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Rigger(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Roller Grading (not Asphalt) (group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Rubber-tired Dozers And Pushers(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Scraper All Types(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Service Oiler (greaser)(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Shovel, Dragline, Clamshell, 5 Yards And Over(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Side-boom(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Skip Loader, Drag Box(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Stump Grinder (loader Mounted Or Similar Type)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Surface Heater And Planer(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Sweeper Self-propelled, Construction Job Site(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Tar Pot Fireman (power Agitated) Or Not(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Tractor Rubber-tired, 50 Hp Flywheel & Under(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Tractor, Rubber-tired Over 50 Hp Flywheel(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Trenching Machine 3 Ft Depth And Deeper (asst To The Operator If Required)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Trenching Machine Operator, Maximum Digging Capacity 3 Ft Depth(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Truck Crane Oiler-driver(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Truck, All Terrain Or Track Type(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Truck, Barrel Type(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Truck, Boom(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Truck, Off-road Trucks, Articulated And Non-articulated Trucks(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Truck, Offroad Trucks, Articulated And Non-articulated Trucks(group 5)	\$65.93	7B	4G	8U	View

Clark	Power Equipment Operators	Truck, Vacuum(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Truck, Water(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Tub Grinder(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Tunnel Boring Machine Mechanic(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Tunnel Boring Machine(group 1)	\$73.56	7B	4G	8U	View
Clark	Power Equipment Operators	Tunnel Segment Plant(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Tunnel Separation Plant(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Tunnel Shaef Loader(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Tunnel, Locomotive, Dinkey(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Tunnel, Micro Boring Tunnel Machine(group 1)	\$73.56	7B	4G	8U	View
Clark	Power Equipment Operators	Tunnel, Mucking Machine(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Tunnel, Power Jumbo Setting Slip Forms, Etc.(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators	Tunnel, Shield Operator(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Ultra High Pressure Water Jet Cutting Tool System Operator(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Underwater Equipment, Remote Or Otherwise(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Vacuum Blasting Machine Operator(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Water Pulls, Water Wagon(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Welder's Assistant(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Welder; Heavy Duty, Certified Or Not(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators	Welding Machine(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators	Wheel Excavation Any Size (grade Oiler Required)(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators	Wire Mat Or Brooming Machine(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Air Filtration Equipment(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant (any Type) (assistant Engineer Required) (group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Asphalt, Burner & Reconditioner (any Type), (asst To Engineer If Required)(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Asphalt, Extrusion Machine Operator(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Asphalt, Paver (screed Man Required)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Asphalt, Pugmill (any Type) (group 6)	\$62.71	7B	4G	8U	View

Clark	Power Equipment Operators-Underground Sewer & Water	Asphalt, Raker(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Asphalt, Roller (any Asphalt Mix)(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Asphalt, Roto-mill, Pavement Profiler Under 8 Ft Lateral Cut(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Asphalt, Roto-mill, Pavement Profiler, 8 Ft Lateral Cut & Over(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Asphalt, Roto-mill, Pavement Profiler, Groundman(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Asphalt, Screed(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Asphalt, Truck Mounted Spreader, With Screed(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Auger Oiler(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Auto Grader Or "trimmer" (grade Checker Required) (group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Back Filling Machine (assistant To Engineer Required)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Backhoe, Robotic, Track And Wheel Type Up To And Including 20,000 Lbs. With Any Attachments(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Band Wagons (in Conjunction With Whell Excavator)(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Bell Man (any Type Of Communication)(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Blade Any Type(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Blade, Robotic(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Boatman(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Boatman, Licensed(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Bobcat, Skid Steer (< 1yd) (group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Boom Type Lifting Device, 5 Ton Capacity Or Less(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Boring Machine (asst To Engineer Required)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Broom Self-propelled, Construction Job Site(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Bulldozer Operator, 20,000 Lbs Or Less, Or 100 Horse Or Less(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Bulldozer Operator, Over 20,000 Lbs And More Than 100 Horse Up To 70,000 Lbs(group 4)	\$67.17	7B	4G	8U	View

Clark	Power Equipment Operators-Underground Sewer & Water	Bulldozer Over 70,000 Lbs Up To And Including 120,000 Lbs(group 3)	\$70.50	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Bulldozer Over 120,000 Lbs And Above(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Bulldozer Robotic Equipment(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Cable-plow (any Type)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Cableway 25 Ton & Over(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Cableway Up To 25 Ton(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Canal Trimmer (grade Oiler Required)(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Cat Drill (john Henry)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Cement Pump(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Challenger(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Chip Spreading Machine(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Chippers (asst To Engineer If Required)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Churn Drill & Earth Boring Machine(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Combination Heavy Duty Mechanic-welder, When Required To Do Both(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Compactor Self Propelled Without Blade(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Compactor With Blade Self Propelled(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Compactor, Multi-engine(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Compactor, Robotic(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Compressor (any Power) 1,250 Cu Ft And Over Total Capacity(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Compressor Operator (any Power) Under 1,250 Cu Ft Total Capacity(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete Batch Plant And/or Wet Mix (3 Units Or More) (group1)	\$73.56	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete Batch Plant And/or Wet Mix Operator (1 & 2 Drums)(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete Batch Plant Quality Control(group 5)	\$65.93	7B	4G	8U	View

Clark	Power Equipment Operators-Underground Sewer & Water	Concrete Breaker (assistant To Engineer Required)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete Canal Line, Assistant To Engineer Required(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete Curing Machine (riding Type)(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete Diamond Head Profiler(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete Paving Road Mixer(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete Planer(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete Saw(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete, Automatic Slip Form Paver (asst To Engineer Required)(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete, Combination Mixer & Compressor Operator, Guniting Work(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete, Curb Machine Mechanical Berm, Curb And/or Curb And Gutter(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete, Finishing Machine(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete, Grout Plant(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete, Grouting Machine(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete, Joint Machine(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete, Mixer Mobile(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete, Mixer Single Drum Any Capacity(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete, Paving Machine 8' And Less (asst To Engineer Required)(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete, Placing Boom(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete, Pump Truck(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete, Pump(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete, Pumpcrete Operator (any Type)(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete, Reinforced Tank Banding Machine (asst To Engineer Required)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete, Slip Form Pumps, Power Driven Hydraulic Lifting Device For Concrete Forms(group 5)	\$65.93	7B	4G	8U	View

Clark	Power Equipment Operators-Underground Sewer & Water	Concrete, Spreader(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete, Telebelt(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Concrete, Treated Base Roller Operator, Oiling(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Conveyor Operator Or Assistant(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Conveyored Material Hauler(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Bridge Locomotive, Gantry And Overhead(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Carry Deck(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Chicago Boom & Similar Types(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Floating (derrick Barge) 30 Ton But Less Than 150 Ton (asst To Engineer Required) (group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Floating 150 Ton But Less Than 250 Ton (asst To Engineer Required) (group 1)	\$73.56	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Floating 250 Ton And Over (asst To Engineer And Deckhand Required)(group 1)	\$75.72	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Floating Clamshell 3 Cu. Yds. & Over (fireman Or Diesel Electric Engineer Required)(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Floating Clamshell, Dragline Etc. Operator Under 3 Cu. Yds. Or Less Than 30 Ton (diesel-electric Engineer Required)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic 200 Ton Through 399 Ton (group 1)	\$73.56	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic 50 Ton Through 89 Ton With Luffing Or Tower Attachment(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic 50 Ton Through 89 Tons(group 3)	\$70.50	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic 90 Ton Through 199 Ton With Luffing Or Tower Attachment (group 1)	\$73.56	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic 90 Ton Through 199 Ton(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic Crane 200 Ton Through 300 Ton With Luffing Or Tower Attachment(group 1)	\$75.72	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic Crane 400 Ton And Over(group 1)	\$77.88	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic Crane Over 300 Ton Through 399 Ton With	\$77.88	7B	4G	8U	View

		Luffer Or Tower Attachment(group 1)					
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic Under 50 Ton(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom 200 Ton Through 299 Ton, With Over 200' Boom(group 1)	\$75.72	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom 300 Ton Through 399 Ton(group 1)	\$75.72	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom 300 Ton Through 399 Ton, With Over 200' Boom(group 1)	\$77.88	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom 50 Ton Through 89 Ton With 150' Boom Or Less(group 3)	\$70.50	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom 50 Ton Through 89 Ton With Over 150' Boom	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom 90 Ton Through 199 Ton With 150' - 200' Boom(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom Under 50 Ton(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom, 200 Ton Through 299 Ton With 200' Boom Or Less (group 1)	\$73.56	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom, 90 Ton Through 199 Ton With Over 200' Boom (group 1)	\$73.56	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Shovel, Dragline Or Clamshell 3 Cu. Yds. But Less Than 5 Cu. Yds. (asst To Engineer Required)(group 3)	\$70.50	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Tower Crane With 175' Tower Or Less And With Less Than 200' Jib(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Tower Crane With Over 175' Tower Or Over 200' Jib (group 1)	\$73.56	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Tugger(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Whirley 90 Ton And Over (group 1)	\$73.56	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crane, Whirley Under 90 Ton(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crusher Feeder(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crusher Oiler(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Crusher Plant(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Deckhand(group 6)	\$62.71	7B	4G	8U	View

Clark	Power Equipment Operators-Underground Sewer & Water	Derrick Operator Under 100 Ton (two Operators Required When Swing Control Is Remote From Hoist)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Diesel-electric Engineer (plant Or Floating)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Directional Drill Over 20,000 Lbs Pullback(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Drill Assistant(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Drill Cat Operator(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Drill Directional Type Less Than 20,000 Lbs Pullback(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Drill Doctor And/or (bit Grinder)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Drill Mud Mixer(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Drill Oscillator(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Drill, Directinal Locator(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Driller, Percussion, Diamond, Core, Cable, Rotary & Similar Type(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Elevating Grader Operator, Tractor Towed Requiring Operator Or Grader(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Elevating Loader Operator (any Type)(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Elevator To Move Personnel Or Materials(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Excavator Over 80,000 Lbs Through 130,000 Lbs(group 3)	\$70.50	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Excavator Operator, Over 20,000 Lbs Through 80,000 Lbs(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Excavator Operator, Over 130,000 Lbs(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Fireman(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Floating, Crane 350 Ton And Over (asst To Engineer And Deckhand Required)(group 1)	\$77.88	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Fork Lift(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Fork Lift, Over 10 Ton Or Robotic(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Generator Operator(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Grade Checker(group 6)	\$62.71	7B	4G	8U	View

Clark	Power Equipment Operators-Underground Sewer & Water	Grade Setter / Layout From Plans(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Grade-all(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Guardrail Machines, I.e. Punch, Auger, Etc.(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Guardrail Punch Oiler(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Hammer Operator (pile Driver) (group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Heavy Duty Repairman Assistant(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Heavy Equipment Robotics Operator Or Mechanic(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Helicopter Hoist(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Helicopter Radioman (ground) (group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Helicopter When Used In Erecting Workcrane(group 1)	\$73.56	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Hoist Operator, Single Drum(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Hoist, 2 Drums Or More(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Hoist, Stiff Leg, Guy Derrick Or Similar Type, 50 Ton And Over(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Hydraulic Backhoe Track Type Up To And Including 20,000 Lbs(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Hydraulic Backhoe Wheel Type (any Make)(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Hydraulic Pipe Press(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Hydro Axe (loader Mounted Or Similar Type)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Hydrographic Seeder Machine Straw, Pulp Or Seed(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Hydrostatic Pump Operator(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Internal Full Slab Vibrator Operator(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Jack Operator, Elevating Barges, Barge Operator, Self-unloading (asst To Engineer Required)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Laser Screed(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Lattice Boom Crane 400 Ton And Over(group 1)	\$77.88	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Lime Spreader, Construction Job Site(group 5)	\$65.93	7B	4G	8U	View

Clark	Power Equipment Operators-Underground Sewer & Water	Loaders Operator, Front End & Overhead, 25,000 Lbs And Less Than 60,000 Lbs(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Loaders, 120,000 Lbs And Above(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Loaders, 60,000 Lbs And Less Than 120,000 Lbs(group 3)	\$70.50	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Loaders, Rubber-tire Type, Less Than 25,000 Lbs(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Log Skidders(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Master Environmental Maintenance Mechanic(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Material Handler(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Mechanic, Heavy Duty(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Mixer Box (c.t.b., Dry Batch, Etc.)(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Oiler(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Parts Man (tool Room)(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Pavement Grinder And Or Grooving Machine (riding Type) (group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Pile Driver Operator (not Crane Type) (asst To Engineer Required)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Pipe Bending, Cleaning, Doping And Wrapping Machines(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Pipe, Cast In Place Pipe Laying Machine(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Plant Oiler(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Pump (any Power)(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Pump Operator, More Than 5 Pumps (any Size)(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Rail, Ballast Compactor, Regulator Or Tamper Machines(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Rail, Ballast Tamper Multi-purpose(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Rail, Brakeman, Switchman, Motorman(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Rail, Car Mover(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Rail, Clip Applicator(group 5)	\$65.93	7B	4G	8U	View

Clark	Power Equipment Operators-Underground Sewer & Water	Rail, High Rail Self Loader Truck(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Rail, Lo-railer(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Rail, Locomotive, 40 Ton And Over (asst To Engineer Required)(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Rail, Shuttle Car Operator(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Rail, Speedswing(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Rail, Switchman(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Rail, Tamping Machine, Mechanical, Self-propelled(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Rail, Track Liner(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Remote Controlled Earth Moving Equipment(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Rigger(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Roller Grading (not Asphalt) (group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Rubber-tired Dozers And Pushers(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Scraper All Types(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Service Oiler (greaser)(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Shovel, Dragline, Clamshell, 5 Yards And Over(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Side-boom(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Skip Loader, Drag Box(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Stump Grinder (loader Mounted Or Similar Type)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Surface Heater And Planer(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Sweeper Self-propelled, Construction Job Site(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Tar Pot Fireman (power Agitated) Or Not(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Tractor Rubber-tired, 50 Hp Flywheel & Under(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Tractor, Rubber-tired Over 50 Hp Flywheel(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Trenching Machine 3 Ft Depth And Deeper (asst To The Operator If Required)(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Trenching Machine Operator, Maximum Digging Capacity 3 Ft	\$65.93	7B	4G	8U	View

		Depth(group 5)					
Clark	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler-driver(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Truck, All Terrain Or Track Type(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Truck, Barrel Type(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Truck, Boom(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Truck, Off-road Trucks, Articulated And Non-articulated Trucks(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Truck, Offroad Trucks, Articulated And Non-articulated Trucks(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Truck, Vacuum(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Truck, Water(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Tub Grinder(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Tunnel Boring Machine Mechanic(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Tunnel Boring Machine(group 1)	\$73.56	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Tunnel Segment Plant(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Tunnel Separation Plant(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Tunnel Shaef Loader(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Tunnel, Locomotive, Dinkey(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Tunnel, Micro Boring Tunnel Machine(group 1)	\$73.56	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Tunnel, Mucking Machine(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Tunnel, Power Jumbo Setting Slip Forms, Etc.(group 5)	\$65.93	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Tunnel, Shield Operator(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Ultra High Pressure Water Jet Cutting Tool System Operator(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Underwater Equipment, Remote Or Otherwise(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Vacuum Blasting Machine Operator(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Water Pulls, Water Wagon(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Welder's Assistant(group 6)	\$62.71	7B	4G	8U	View

Clark	Power Equipment Operators-Underground Sewer & Water	Welder; Heavy Duty, Certified Or Not(group 4)	\$67.17	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Welding Machine(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Wheel Excavation Any Size (grade Oiler Required)(group 2)	\$71.65	7B	4G	8U	View
Clark	Power Equipment Operators-Underground Sewer & Water	Wire Mat Or Brooming Machine(group 6)	\$62.71	7B	4G	8U	View
Clark	Power Line Clearance Tree Trimmers	Groundman	\$33.83	7E	4A		View
Clark	Power Line Clearance Tree Trimmers	Journey Level in Charge	\$57.79	7E	4A		View
Clark	Power Line Clearance Tree Trimmers	Spray Person	\$51.98	7E	4A		View
Clark	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.79	7E	4A		View
Clark	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.98	7E	4A		View
Clark	Refrigeration & Air Conditioning Mechanics	Journey Level	\$91.57	5Z	1O		View
Clark	Residential Brick Mason	Journey Level	\$29.27		1		View
Clark	Residential Carpenters	Journey Level	\$23.00		1		View
Clark	Residential Cement Masons	Journey Level	\$63.28	7E	1H		View
Clark	Residential Drywall Applicators	Journey Level	\$24.97		1		View
Clark	Residential Drywall Tapers	Journey Level	\$25.80		1		View
Clark	Residential Electricians	Journey Level	\$38.76		1		View
Clark	Residential Glaziers	Journey Level	\$42.76		1		View
Clark	Residential Insulation Applicators	Journey Level	\$28.53		1		View
Clark	Residential Laborers	Journey Level	\$38.63		1		View
Clark	Residential Marble Setters	Journey Level	\$22.73		1		View
Clark	Residential Painters	Journey Level	\$28.68		1		View
Clark	Residential Plumbers & Pipefitters	Journey Level	\$41.84		1		View
Clark	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$27.13		1		View
Clark	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$56.63	5A	1B		View
Clark	Residential Soft Floor Layers	Journey Level	\$17.50		1		View
Clark	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$55.64		1		View
Clark	Residential Stone Masons	Journey Level	\$35.66		1		View
Clark	Residential Terrazzo Workers	Journey Level	\$16.28		1		View
Clark	Residential Terrazzo/Tile Finishers	Journey Level	\$16.28		1		View
Clark	Residential Tile Setters	Journey Level	\$25.32		1		View
Clark	Roofers	Journey Level	\$61.22	5I	1V		View
Clark	Roofers	Using Irritable Bituminous Materials	\$65.24	5I	1V		View
Clark	Sheet Metal Workers	Journey Level (Field or Shop)	\$77.90	5A	1B		View
Clark	Shipbuilding & Ship Repair	New Construction Boilermaker	\$43.12	7W	4I		View

Clark	Shipbuilding & Ship Repair	New Construction Crane Operator	\$40.82	7W	4I		View
Clark	Shipbuilding & Ship Repair	New Construction Electrician	\$36.23	7W	4I		View
Clark	Shipbuilding & Ship Repair	New Construction Fitter	\$43.12	7W	4I		View
Clark	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$83.04	5N	1F		View
Clark	Shipbuilding & Ship Repair	New Construction Laborer	\$31.85	7W	4I		View
Clark	Shipbuilding & Ship Repair	New Construction Loader/Rigger	\$38.53	7W	4I		View
Clark	Shipbuilding & Ship Repair	New Construction Machinist	\$50.18	7W	4I		View
Clark	Shipbuilding & Ship Repair	New Construction Mechanic	\$48.05	7W	4I		View
Clark	Shipbuilding & Ship Repair	New Construction Painter	\$40.82	7W	4I		View
Clark	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$43.12	7W	4I		View
Clark	Shipbuilding & Ship Repair	New Construction Warehouse / Yard Person	\$36.05	7W	4I		View
Clark	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$43.12	7W	4I		View
Clark	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$49.76	7V	1B		View
Clark	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$49.76	7V	1B		View
Clark	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$49.76	7V	1B		View
Clark	Shipbuilding & Ship Repair	Ship Repair Electrician	\$49.76	7V	1B		View
Clark	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$83.04	5N	1F		View
Clark	Shipbuilding & Ship Repair	Ship Repair Laborer	\$49.76	7V	1B		View
Clark	Shipbuilding & Ship Repair	Ship Repair Machinist	\$49.76	7V	1B		View
Clark	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$49.76	7V	1B		View
Clark	Shipbuilding & Ship Repair	Ship Repair Painter	\$49.76	7V	1B		View
Clark	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$49.76	7V	1B		View
Clark	Shipbuilding & Ship Repair	Ship Repair Rigger	\$49.76	7V	1B		View
Clark	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$49.76	7V	1B		View
Clark	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$49.76	7V	1B		View
Clark	Shipbuilding & Ship Repair	Ship Repair Warehouse/Teamster	\$49.76	7V	1B		View
Clark	Sign Makers & Installers (Electrical)	Journey Level	\$19.27		1		View
Clark	Sign Makers & Installers (Non-Electrical)	Journey Level	\$22.40		1		View
Clark	Soft Floor Layers	Journey Level	\$64.71	15J	4C		View
Clark	Solar Controls For Windows	Journey Level	\$16.28		1		View
Clark	Sprinkler Fitters (Fire Protection)	Journey Level	\$73.15	7J	1R		View
Clark	Stage Rigging Mechanics (Non Structural)	Journey Level	\$16.28		1		View
Clark	Stone Masons	Journey Level	\$71.24	5A	1B		View
Clark	Street And Parking Lot Sweeper Workers	Journey Level	\$16.28		1		View
Clark	Surveyors	Chain Person	\$62.71	7B	1B	9H	View
Clark	Surveyors	Instrument Person	\$65.93	7B	1B	9H	View
Clark	Surveyors	Party Chief	\$71.65	7B	1B	9H	View

Clark	Telecommunication Technicians	Journey Level	\$74.89	5A	1B		View
Clark	Telephone Line Construction - Outside	Cable Splicer	\$40.36	5A	2B		View
Clark	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$26.92	5A	2B		View
Clark	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$33.74	5A	2B		View
Clark	Telephone Line Construction - Outside	Telephone Lineperson	\$38.15	5A	2B		View
Clark	Terrazzo Workers	Journey Level	\$61.27	5A	1B		View
Clark	Tile Setters	Journey Level	\$61.27	5A	1B		View
Clark	Tile, Marble & Terrazzo Finishers	Finishers	\$45.70	5A	1B		View
Clark	Traffic Control Stripers	Journey Level	\$85.52	15N	1K		View
Clark	Truck Drivers	Asphalt Mix Over 10 Yards	\$49.39	5A	1B		View
Clark	Truck Drivers	Asphalt Mix To 10 Yards	\$49.24	5A	1B		View
Clark	Truck Drivers	Dump Truck	\$49.24	5A	1B		View
Clark	Truck Drivers	Dump Truck And Trailer	\$49.39	5A	1B		View
Clark	Truck Drivers	Other Trucks	\$49.39	5A	1B		View
Clark	Truck Drivers - Ready Mix	Transit Mix 5 cubic yards and under	\$49.24	5A	1B		View
Clark	Truck Drivers - Ready Mix	Transit Mix over 11 cubic yards up to 15 cubic yards	\$49.85	5A	1B		View
Clark	Truck Drivers - Ready Mix	Transit Mix over 5 cubic yards up to 7 cubic yards	\$49.39	5A	1B		View
Clark	Truck Drivers - Ready Mix	Transit Mix Over 7 cubic yards up to 11 cubic yards	\$49.54	5A	1B		View
Clark	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$16.28		1		View
Clark	Well Drillers & Irrigation Pump Installers	Oiler	\$16.28		1		View
Clark	Well Drillers & Irrigation Pump Installers	Well Driller	\$16.28		1		View

Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
 - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

1. N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
- M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

Overtime Codes Continued

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage
- C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
- D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).
- All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
- Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus \$2.00 an hour. When due to conditions beyond the control of the employer or when an owner (not acting as the contractor), a government agency or the contract specifications require more than four (4) hours of a special shift can only be performed outside the normal 6am to 6pm shift then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday).
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

Overtime Codes Continued

11. D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.
- H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

Overtime Codes Continued

11. J. All hours worked on holidays shall be paid at double the hourly rate of wage.
- K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.
- L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- M. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.
- On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.
- Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars (\$2.00) per hour.
- N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.
- Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.
- O. All work performed on Saturdays, Sundays, and Holidays shall be paid at one and one half (1-1/2) times the straight time rate of pay.

Overtime Codes Continued

11. P. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 a.m. to 6:00 p.m., then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shifts shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten-hour shifts.
- In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
- When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
- Q. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 35% over the hourly rate of wage. Work performed on Sundays shall be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.
- R. On Monday through Saturday hours worked outside 6:00 am and 7:00 pm, and all hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- S. The first ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, then Saturday may be worked at the straight time rate, for the first eight (8) hours, or the first ten (10) hours when a four day ten hour workweek has been established.
- All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).

Holiday Codes Continued

7. T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
- A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.

Holiday Codes Continued

7. Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- M. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- O. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, the day before Christmas day, and Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

Note Codes Continued

- X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

- Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

(A) – 130' to 199' – \$0.50 per hour over their classification rate.

(B) – 200' to 299' – \$0.80 per hour over their classification rate.

(C) – 300' and over – \$1.00 per hour over their classification rate.

Note Codes Continued

- B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

9. E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.

- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

- H. One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of a least a Party Chief and a Chain Person. Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person.

Superseded General Decision Number: WA20230001

State: Washington

Construction Type: Highway

Counties: Washington Statewide.

HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024

CARP0003-006 06/01/2021

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLUCKITAT, LEWIS(Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA, and WAHAKIAKUM Counties.

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 44.38	16.87
DIVERS TENDERS.....	\$ 49.09	16.87
DIVERS.....	\$ 93.09	16.87
DRYWALL.....	\$ 44.38	16.87
MILLWRIGHTS.....	\$ 46.89	16.87
PILEDRIERS.....	\$ 44.97	16.87

DEPTH PAY:

50 TO 100 FEET \$1.00 PER FOOT OVER 50 FEET
 101 TO 150 FEET \$1.50 PER FOOT OVER 101 FEET
 151 TO 200 FEET \$2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):

Zone 2 - \$0.85
 Zone 3 - 1.25
 Zone 4 - 1.70
 Zone 5 - 2.00
 Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities
 ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities
 ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities
 ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.
 ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities
 ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

CARP0030-004 06/01/2021

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM Counties

	Rates	Fringes
CARPENTER		

BRIDGE CARPENTERS.....	\$ 49.18	19.01
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 47.02	19.01
CARPENTERS.....	\$ 49.18	19.01
DIVERS TENDER.....	\$ 54.54	19.01
DIVERS.....	\$ 103.43	19.01
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 50.68	19.01
PILEDRIIVER, DRIVING,		
PULLING, CUTTING, PLACING		
COLLARS, SETTING, WELDING		
OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 49.58	19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL
CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIIVERS

Hourly Zone Pay shall be paid on jobs located outside of the
free zone computed from the city center of the following
listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT
AND PILEDRIIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall,
Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

CARP0059-002 06/01/2019

ADAMS, ASOTIN, BENTON, CHELAN (East of 120th meridian),
COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT (East of
120th meridian), KITTITAS (East of 120th meridian), LINCOLN,
OKANOGAN (East of 120th meridian), PEND OREILLE, SPOKANE,
STEVENS, WALLA WALLA, WHITMAN, and YAKIMA (East of 120th
meridian) Counties

	Rates	Fringes
CARPENTER		
GROUP 1.....	\$ 35.47	16.88
GROUP 2.....	\$ 47.42	18.96
GROUP 3.....	\$ 36.66	16.88
GROUP 4.....	\$ 36.66	16.88

GROUP 5.....	\$ 83.96	16.88
GROUP 6.....	\$ 40.23	16.88
GROUP 7.....	\$ 41.23	16.88
GROUP 8.....	\$ 37.66	16.88
GROUP 9.....	\$ 44.23	16.88

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

GROUP 3: Piledriver - includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

ZONE 1	0-45 MILES	FREE
ZONE 2	45-100	\$4.00/PER HOUR
ZONE 3	OVER 100 MILES	\$6.00/PER HOUR

DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS/PILEDRIIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (306 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

50-100 feet	\$2.00 per foot
101-150 feet	\$3.00 per foot
151-220 feet	\$4.00 per foot
221 feet and deeper	\$5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

0-25 feet	Free
26-300 feet	\$1.00 per Foot

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + \$.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit".

LEVEL A +\$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

CARP0770-003 06/01/2021

WEST OF 120TH MERIDIAN FOR THE FOLLOWING COUNTIES:
CHELAN, DOUGLAS, GRANT, KITTITAS, OKANOGAN, and YAKIMA

	Rates	Fringes
CARPENTER		
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 47.02	19.01
CARPENTERS.....	\$ 49.18	19.01
DIVERS TENDER.....	\$ 54.54	19.01
DIVERS.....	\$ 103.43	19.01
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 50.68	19.01
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 49.58	19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle Olympia Bellingham

Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

ELEC0046-001 08/07/2023

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 76.99	28.60
ELECTRICIAN.....	\$ 69.99	28.39

* ELEC0048-003 01/01/2023

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 57.35	27.54

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:

Zone 1: 31-50 miles	\$1.50/hour
Zone 2: 51-70 miles	\$3.50/hour
Zone 3: 71-90 miles	\$5.50/hour
Zone 4: Beyond 90 miles	\$9.00/hour

*These are not miles driven. Zones are based on Delorme Street Atlas USA 2006 plus.

ELEC0048-029 01/01/2023

COWLITZ AND WAHAKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 57.35	27.54

ELEC0073-001 07/01/2022		

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 41.30	20.09

ELEC0076-002 08/31/2023		

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 62.79	25.09
ELECTRICIAN.....	\$ 57.08	24.92

ELEC0112-005 06/01/2022		

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 54.34	24.26
ELECTRICIAN.....	\$ 51.75	24.18

ELEC0191-003 06/01/2022		

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 53.20	27.51

ELEC0191-004 06/01/2018		

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.82	17.63
ELECTRICIAN.....	\$ 42.45	21.34

* ENGI0302-003 06/01/2023		

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1A.....	\$ 54.93	25.57
Group 1AA.....	\$ 55.75	25.57
Group 1AAA.....	\$ 56.54	25.57
Group 1.....	\$ 54.13	25.57
Group 2.....	\$ 53.42	25.57
Group 3.....	\$ 52.83	25.57
Group 4.....	\$ 49.40	25.57

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operaor-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill,roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger,

Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish mahine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing

H-2 Class ""C"" Suit - Base wage rate plus \$.25 per hour.

H-3 Class ""B"" Suit - Base wage rate plus \$.50 per hour.

H-4 Class ""A"" Suit - Base wage rate plus \$.75 per hour.

ENGI0370-002 06/01/2021

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

Rates	Fringes
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POWER EQUIPMENT OPERATOR

GROUP 1.....	\$ 29.76	20.65
GROUP 2.....	\$ 30.08	20.65
GROUP 3.....	\$ 30.69	20.65
GROUP 4.....	\$ 30.85	20.65
GROUP 5.....	\$ 31.01	20.65
GROUP 6.....	\$ 31.21	20.65
GROUP 7.....	\$ 31.56	20.65
GROUP 8.....	\$ 32.66	20.65

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington;
Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco,
Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmiser (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumora, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or

equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment (8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operator (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel (under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly and Similar); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including

clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)

180 ft to 250 ft \$.50 over scale

Over 250 ft \$.80 over scale

NOTE:

In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

ENGI0612-001 06/01/2023

PIERCE County

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 56.08	25.07
GROUP 1AA.....	\$ 56.89	25.07
GROUP 1AAA.....	\$ 57.70	25.07
GROUP 1.....	\$ 55.26	25.07
GROUP 2.....	\$ 54.55	25.07
GROUP 3.....	\$ 53.94	25.07
GROUP 4.....	\$ 50.50	25.07

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment

45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all

craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$.50 per hour.

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

ENGI0612-012 06/01/2023

LEWIS, PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkaikum County to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 54.85	25.07
GROUP 1AA.....	\$ 55.67	25.07
GROUP 1AAA.....	\$ 56.45	25.07
GROUP 1.....	\$ 54.05	25.07
GROUP 2.....	\$ 53.36	25.07
GROUP 3.....	\$ 52.75	25.07
GROUP 4.....	\$ 49.36	25.07

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment

45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

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1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all

craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$.50 per hour.

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

ENGI0701-002 01/01/2022

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHIAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 51.65	16.35
GROUP 1A.....	\$ 53.81	16.35
GROUP 1B.....	\$ 55.97	16.35
GROUP 2.....	\$ 49.74	16.35
GROUP 3.....	\$ 48.59	16.35
GROUP 4.....	\$ 45.26	16.35
GROUP 5.....	\$ 44.02	16.35
GROUP 6.....	\$ 40.80	16.35

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE;

GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

Concrete Batch Plant and or Wet mix three (3) units or more; Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton

up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping

Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steer (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feeder; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

IRON0014-005 01/02/2023

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN,
GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE,
STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.11	31.57

IRON0029-002 01/02/2023

CLARK, COWLITZ, KLUCKITAT, PACIFIC, SKAMANIA, AND WAHKAUKUM
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 42.27	32.57

IRON0086-002 01/02/2023

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.11	31.57

IRON0086-004 01/02/2023

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 50.90	32.57

LAB00238-004 06/01/2023

A-1 AREA: ASOTIN, BENTON, FRANKLIN, GARFIELD, LINCOLN, SPOKANE,
WALLA WALLA, & WHITMAN COUNTIES

A-2 AREA: ADAMS, COLUMBIA, DOUGLAS (East of 120th Meridian),
FERRY, GRANT, OKANOGAN, PEND OREILLE, & STEVENS COUNTIES

	Rates	Fringes
LABORER (A-1)		
GROUP 1.....	\$ 30.88	15.60
GROUP 2.....	\$ 33.72	15.60
GROUP 3.....	\$ 34.03	15.60
GROUP 4.....	\$ 34.33	15.60
GROUP 5.....	\$ 34.64	15.60
LABORER (A-2)		
GROUP 1.....	\$ 33.88	15.60
GROUP 2.....	\$ 36.72	15.60
GROUP 3.....	\$ 37.03	15.60
GROUP 4.....	\$ 37.33	15.60
GROUP 5.....	\$ 37.64	15.60

Zone Differential (Add to Zone 1 rate): \$2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office.

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include

laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Gunite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class ""D"", (to include raise and shaft miner, laser beam operator on riases and shafts)

LAB00238-006 06/01/2023

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

	Rates	Fringes
Hod Carrier.....	\$ 34.97	15.60

LAB00242-003 06/01/2022		

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2A.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80
Group 6.....	\$ 45.91	13.90

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
 ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2A: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

Group 6: Miner

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC
(EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall
ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall
ZONE 3 - More than 45 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - \$1.00
ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective
city hall
ZONE 2 - More than 25 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window
Washer/Cleaner (detail clean-up, such as but not limited to
cleaning floors, ceilings, walls, windows, etc., prior to
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating
Screed; Asbestos Abatement Laborer; Ballast Regulator
Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter
Tender; Cement Finisher Tender; Change House or Dry Shack;
Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender;
Clean-up Laborer; Concrete Form Stripper; Curing Laborer;
Demolition (wrecking and moving including charred
material); Ditch Digger; Dump Person; Fine Graders;
Firewatch; Form Setter; Gabian Basket Builders; Grout
Machine Tender; Grinders; Guardrail Erector; Hazardous
Waste Worker (Level C: uses a chemical ""splash suit"" and
air purifying respirator); Maintenance Person; Material
Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale
Person; Sloper Sprayer; Signal Person; Stock Piler; Stake

Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LAB00292-008 06/01/2022

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LAB00335-001 06/01/2022

CLARK, COWLITZ, KCLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHIAKUM COUNTIES

Rates

Fringes

Laborers:

ZONE 1:

GROUP 1.....	\$ 37.98	13.80
GROUP 2.....	\$ 38.76	13.80
GROUP 3.....	\$ 39.35	13.80
GROUP 4.....	\$ 39.85	13.80
GROUP 5.....	\$ 34.75	13.80
GROUP 6.....	\$ 31.61	13.80
GROUP 7.....	\$ 27.44	13.80

Zone Differential (Add to Zone 1 rates):

Zone 2 \$ 0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Guniting Nozzleman Tender; Guniting or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet);

Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Guniting Nozzlemen; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Powdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LAB00335-019 06/01/2022

	Rates	Fringes
Hod Carrier.....	\$ 37.98	13.80

LAB00348-003 06/01/2022

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 25.37	13.80
GROUP 2.....	\$ 29.16	13.80
GROUP 3.....	\$ 31.94	13.80
GROUP 4.....	\$ 32.72	13.80
GROUP 5.....	\$ 32.09	13.19

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

PAIN0005-002 07/01/2022

STATEWIDE EXCEPT CLARK, COWLITZ, KLUCKITAT, PACIFIC (SOUTH),
SKAMANIA, AND WAHIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 33.37	18.53

PAIN0005-004 03/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND
WHATCOM COUNTIES

	Rates	Fringes
PAINTER.....	\$ 20.82	7.44

* PAIN0005-006 07/01/2018

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE);
CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS,
LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA,
WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
PAINTER		
Application of Cold Tar		
Products, Epoxies, Polyure		
thanes, Acids, Radiation		
Resistant Material, Water		
and Sandblasting.....	\$ 30.19	11.71
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping,		
Steam-cleaning and Spray....	\$ 22.94	11.61
Lead Abatement, Asbestos		
Abatement.....	\$ 21.50	7.98

*\$.70 shall be paid over and above the basic wage rates
listed for work on swing stages and high work of over 30
feet.

PAIN0055-003 07/01/2023

CLARK, COWLITZ, KLUCKITAT, PACIFIC, SKAMANIA, AND WAHIAKUM
COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 35.45	14.92
Spray and Sandblasting.....	\$ 35.45	14.92

All high work over 60 ft. = base rate + \$.75

PAIN0055-006 01/01/2022

CLARK, COWLITZ, KLINKITAT, SKAMANIA and WAHIAKUM COUNTIES

	Rates	Fringes
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Painters:

HIGHWAY & PARKING LOT		
STRIPER.....	\$ 48.17	16.00

PLAS0072-004 06/01/2023ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY,
FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND
OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA
COUNTIES

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 38.05	16.89

Zone Differential (Add to Zone 1 rate): Zone 2 - \$3.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee

Zone 1: 0 - 45 radius miles from the main post office

Zone 2: Over 45 radius miles from the main post office

PLAS0528-001 06/01/2023CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING,
KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT,
SNOHOMISH, THURSTON, WAHIAKUM AND WHATCOM COUNTIES

	Rates	Fringes
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CEMENT MASON		
CEMENT MASON.....	\$ 52.10	20.27
COMPOSITION, TROWEL		
MACHINE, GRINDER, POWER		
TOOLS, GUNNITE NOZZLE.....	\$ 52.60	20.27
TROWELING MACHINE OPERATOR		
ON COMPOSITION.....	\$ 52.60	20.27

PLAS0555-002 06/01/2023

CLARK, KLINKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
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CEMENT MASON		
CEMENT MASONS DOING BOTH		
COMPOSITION/POWER		
MACHINERY AND		
SUSPENDED/HANGING SCAFFOLD..	\$ 45.06	19.95
CEMENT MASONS ON		
SUSPENDED, SWINGING AND/OR		
HANGING SCAFFOLD.....	\$ 44.19	19.95
CEMENT MASONS.....	\$ 43.33	19.95
COMPOSITION WORKERS AND		
POWER MACHINERY OPERATORS...	\$ 44.19	19.95

Zone Differential (Add To Zone 1 Rates):

Zone 2 - \$0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND,
SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall
ZONE 2: More than 30 miles but less than 40 miles from the
respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the
respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the
respective city hall.
ZONE 5: More than 80 miles from the respective city hall

TEAM0037-002 06/01/2020

CLARK, COWLITZ, KLUCKITAT, PACIFIC (South of a straight line
made by extending the north boundary line of Wahkiakum County
west to the Pacific Ocean), SKAMANIA, AND WAHAKIACUM COUNTIES

Rates Fringes

Truck drivers:

ZONE 1		
GROUP 1.....	\$ 29.33	16.40
GROUP 2.....	\$ 29.46	16.40
GROUP 3.....	\$ 29.60	16.40
GROUP 4.....	\$ 29.89	16.40
GROUP 5.....	\$ 30.03	16.40
GROUP 6.....	\$ 30.31	16.40
GROUP 7.....	\$ 30.53	16.40

Zone Differential (Add to Zone 1 Rates):

Zone 2 - \$0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city
hall.

ZONE 2: More than 30 miles but less than 40 miles from the
respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the
respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the
respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lift truck w/load bearing
surface; Articulated Dump Truck; Battery Rebuilders; Bus or
Manhaul Driver; Concrete Buggies (power operated); Concrete

Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom dumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

* TEAM0174-001 06/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND

WHATCOM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 42.88	20.92
GROUP 2:.....	\$ 42.04	20.92
GROUP 3:.....	\$ 39.23	20.92
GROUP 4:.....	\$ 34.26	20.92
GROUP 5:.....	\$ 42.43	20.92

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - ""A-frame or Hydralift"" trucks and Boom trucks or similar equipment when ""A"" frame or ""Hydralift"" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired)(when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
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Truck drivers: (AREA 1:
SPOKANE ZONE CENTER: Adams,
Chelan, Douglas, Ferry,
Grant, Kittitas, Lincoln,
Okanogan, Pen Oreille,
Spokane, Stevens, and Whitman
Counties

AREA 1: LEWISTON ZONE CENTER:
Asotin, Columbia, and
Garfield Counties

AREA 2: PASCO ZONE CENTER:
Benton, Franklin, Walla Walla
and Yakima Counties)

AREA 1:		
GROUP 1.....	\$ 23.91	17.40
GROUP 2.....	\$ 26.18	17.40
GROUP 3.....	\$ 26.68	17.40
GROUP 4.....	\$ 27.01	17.40
GROUP 5.....	\$ 27.12	17.40
GROUP 6.....	\$ 27.29	17.40
GROUP 7.....	\$ 27.82	17.40
GROUP 8.....	\$ 28.18	17.40
AREA 2:		
GROUP 1.....	\$ 26.05	17.40
GROUP 2.....	\$ 28.69	17.40
GROUP 3.....	\$ 28.80	17.40
GROUP 4.....	\$ 29.13	17.40
GROUP 5.....	\$ 29.24	17.40
GROUP 6.....	\$ 29.24	17.40

GROUP 7.....	\$ 29.78	17.40
GROUP 8.....	\$ 30.10	17.40

Zone Differential (Add to Zone 1 rate: Zone 1 + \$2.00)

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR (Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

NOTE:

Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local),

a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

CITY OF VANCOUVER
GENERAL CONDITIONS FOR FACILITY CONSTRUCTION

PART 1 GENERAL PROVISIONS

1.01 DEFINITIONS

- A. Additive - A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Owner, be awarded in addition to the base bid.
- B. Alternate - One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Owner may make a choice between different methods or material of construction for performing the same work.
- C. Application for Payment - A written request submitted by Contractor to Owner and A/E for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or A/E may require.
- D. Architect, or Engineer, (A/E) - A person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- E. Bid, Proposal – The offer of a Bidder on a properly completed Bid or Quote Form to perform the Contract.
- F. Bidder – An individual, partnership, firm, corporation, or joint venture, submitting a Proposal or Bid.
- G. Business Days – Any day from Monday through Friday except holidays as listed in RCW 1.16.050.
- H. Change Order - A written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- I. Claim - Contractor's exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for an adjustment.
- J. Contract Award Amount - The sum of the Base Bid and any accepted Alternates, excluding applicable Washington State Sales Tax. The Schedule of Values, submitted after Award, will identify applicable WA State Sales Tax to be paid with each progress payment.
- K. Contract - The written agreement between the Owner and the Contractor.
- L. Contract Sum- The total amount payable by Owner to Contractor for performance of the Work in accordance with the Contract Documents.

- M. Contract Time - The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.
- N. Contractor- The individual, partnership, firm, corporation, or joint venture person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- O. Contractor's Progress Schedule – A schedule provided by the Contractor showing completed and scheduled work tasks developed consistent with the requirements of the Contract. related to issues such as time extensions, claims, tardiness and recovery.
- P. Critical Path – Items outlined on the Contractor's Progress Schedule that identify crucial tasks to complete the Work on schedule.
- Q. Days – Calendar days, unless otherwise specified.
- R. Drawings- The graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, notes and diagrams.
- S. Final Acceptance - The written acceptance issued to Contractor by the Owner after Contractor has completed the requirements of the Contract Documents.
- T. Final Application for Payment – Document showing final payment owed to Contractor for completed services including any liquidated damages or penalties and any claims by the Contractor. This amount does not include the amount retained per chapter 60.28 RCW.)
- U. Final Completion - The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.
- V. Force Majeure - A delay in or prevention of performance, delay or failure of performance that was unforeseeable and beyond the control of the parties.
- W. Notice - A written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.
- X. Notice to Proceed - A notice from Owner to Contractor that defines the date on which the Contract Time begins.
- Y. Owner - The City of Vancouver, or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.

- Z. Person - A corporation, partnership, business association of any kind, trust, company, or individual.
- AA. Physical Completion Date - The day all of the Work is physically completed on the project and contract time ends. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.
- BB. Prior Occupancy - Owner's use of all or parts of the Project before Substantial Completion.
- CC. Project - The total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- DD. Project Manager- Owner's representative who oversees the Project.
- EE. Project Record - The separate set of Drawings and Specifications of all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order proposals. Project Site – The location of the Work, including any locations pertaining to the Work, such as, but not limited to access roads, on-site storage of materials, corresponding utilities, etc.
- FF. Reference Information – Information provided to the Contractor by the Owner that is not part of the Contract. The Owner does not guarantee the accuracy of the Reference Information and is not responsible for the content of the Reference Information in any manner. Any use of Reference Information by the Contractor is done solely at the Contractor's risk.
- GG. Schedule of Values - A written breakdown allocating the total Contract Sum to each principle category of Work, in such detail as requested by Owner.
- HH. Shop Drawings - Documents and other information required to be submitted to the Owner by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural elements; and the installation (i.e. form, fit, and attachment details) of materials and equipment.
- II. Specifications - Provisions and requirements for the prescribed work.
- JJ. Subcontract - A contract entered into by a Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
- KK. Subcontractor – An individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Contractor.
- LL. Substantial Completion - The day the Owner determines that there is full and unrestricted use and benefit of the facilities, from the intended operational, permitted and safety

standpoint; any remaining traffic disruptions will be rare and brief; and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

- MM. Work – The provision of all labor, materials, tools, equipment, and everything needed to successfully complete a project according to the Contract.
- NN. Working Day - Every day will be counted as a “Working Day” unless it is a nonworking day or an Owner determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, a whole or half day on which the Contract specifically prohibits Work on the critical path of the Contractor’s approved progress schedule, or one of these holidays: January 1, the third Monday of January, the third Monday of February, Memorial Day, June 19, July 4, Labor Day, November 11, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day. The days between December 25 and January 1 will be classified as nonworking days. An unworkable day is defined as a half or whole day the Owner declares to be unworkable because of weather or conditions caused by the weather that prevents satisfactory and timely performance of the Work shown on the critical path of the Contractor’s approved progress schedule. Other conditions beyond the control of the Contractor may qualify for an extension of time at the Owner’s discretion.

1.02 ESTIMATED QUANTITIES

- A. Contractor understands that the quantities shown in the Proposal Form and the Contract Forms are estimates and are stated only for Bid comparison purposes. The Contracting Agency does not warrant expressly or by implication, that the actual quantities of Work will correspond with those estimates. Payment will be made on the basis of the actual quantities of each item of Work completed in accordance with the Contract requirements.

1.03 PLANS AND SPECIFICATIONS

- A. Information as to where Bid Documents can be obtained or reviewed will be found in the Solicitation for the work. After award of the contract, up to three (3) hard copies of plans and specifications may be issued to the Contractor at no cost upon request.

1.04 EXECUTION AND INTENT

CONTRACTOR MAKES THE FOLLOWING REPRESENTATIONS TO OWNER:

- A. The Contractor has taken steps reasonably necessary to ascertain the nature and location of the Work;
- B. Contractor has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

1. Conditions bearing upon acquisition, transportation, disposal, handling, and storage of materials;
 2. The availability of labor, materials, water, electric power, telecommunications and access;
 3. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
 4. The conformation and condition of the vegetation, existing conditions and material on site, conditions of surrounding parcels, buildings and facilities
 5. The character of equipment and facilities needed preliminary to and during Work performance; and
- C. Has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Work site (including material sites) as well as from the Bid Documents and other information made a part of this Contract; and
- D. Has satisfied itself as to the adequacy of time allowed for the completion of the physical Work on the Contract.
- E. The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the completion of the Work, as represented by the Contract Documents. The Contractor agrees that the Owner shall not be liable to it on claims for additional payment or additional time or any claim whatsoever if the claim directly or indirectly results from the Contractor's failure to investigate and familiarize itself sufficiently with the conditions under which the Contract is to be performed.
- F. The Contractor shall be familiar and comply with all Federal, State, tribal, and local laws, ordinances, and regulations which might affect those engaged in the Work. The Owner will not consider a plea of misunderstanding or ignorance of such requirements.
- G. Bid prices shall reflect what the Contractor anticipates to be the cost of completing the Work, including methods, materials, labor, and equipment. Except as the Contract may provide, the Contractor shall receive no payment for costs that exceed those in the Bid prices.
- H. The Contract Documents are full and complete, are sufficient to have enabled the Contractor to determine the cost of the Work and that the Drawings, Specifications, and all addenda are sufficient to enable Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, building codes, rules and regulations, and otherwise to fulfill all of its obligations under the Contract Documents. In addition, if Contractor performs any construction activity and if the Contractor knows or should have known that any of the Contract Documents contains a recognized error, inconsistency, or omission, Contractor shall be responsible for such performance and shall bear the cost of correction thereof. If there is any inconsistency in the Contract Drawings, or between the

Contract Drawings and the Specifications, unless otherwise ordered in writing by the Architect or the Owner, the Contractor shall provide the better quality of, or the greater quantity of, work or materials.

- I. Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and Contractor shall provide financial statements as requested.
- J. Contractor is able to furnish tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

1.05 SUBSURFACE INFORMATION

- A. If the Owner has made a subsurface investigation of the site of the Work, the subsurface information obtained by the Owner will be made available for inspection by the Bidders as Reference Information. Geotechnical reports and memoranda shall not be considered a part of the contract unless specifically identified as contractual in the Special Provisions. The Summary of Geotechnical Conditions, as an appendix to the Special Provisions, shall be considered as part of the Contract. The boring logs and associated data, as an appendix to the Special Provisions, shall be considered as part of the Contract. The Owner makes no representation or warranty expressed or implied that:
 - 1. The Bidders' interpretations from the Contract and Reference Information are correct,
 - 2. Moisture conditions and indicated water tables will not vary from those found at the time the subsurface information was collected, and
 - 3. The ground and subsurface conditions at the location of the subsurface information has not been physically disturbed or altered after the subsurface information was obtained.
 - 4. The Owner specifically makes no representations, guarantees, or warranties as to the condition, materials, or proportions of the materials between the specific borings regardless of any subsurface information the Owner may make available to the prospective Bidders.
- B. The availability of subsurface information from the Owner shall not relieve the Bidder or the Contractor from risks or of their duty to make examinations and investigations or other responsibility under the Contract or as may be required by law.

PART 2 - TIME AND SCHEDULE

2.01 PROGRESS AND COMPLETION

Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within 30 days thereof.

2.02 CONSTRUCTION SCHEDULE

- A. Unless otherwise provided in Division 01, Contractor shall submit a preliminary Progress Schedule at the time of the Pre-construction meeting. Contractor's Progress Schedule shall show the sequence in which Contractor proposes to perform the Work, and the dates on which Contractor plans to start and finish major portions of the Work, including dates for Shop Drawings and other submittals and their review times per specifications for acquiring materials and equipment, including Owner furnished/Contractor installed and Owner furnished/Owner installed equipment or materials, any utilities installation, testing and commissioning, permit approvals and all pre-installation meetings.
- B. Unless otherwise provided in Division 01 or with approval from the Owner, the preliminary Progress Schedule shall be in the form of a bar chart showing a critical path method analysis.. The preliminary Progress Schedule shall provide a legend for symbols and abbreviations used and be organized by phase/scope of work. Show separate bars for each major portion of Work or operation. Identify the first workday of each week. Show the complete sequence of construction by activity, with dates for beginning and completion of each element of construction. The schedule logic shall be shown large enough, with clear connections between tasks, to easily follow on 11x17 paper size.
- C. Owner shall return comments on the preliminary Progress Schedule to Contractor within 14 days of receipt. Review by Owner of the preliminary Progress Schedule does not constitute an approval or acceptance of the accuracy or completeness of the preliminary Progress Schedule or Contractor's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Owner may withhold a portion of progress payments until the preliminary Progress Schedule has been submitted which meets the requirements of this section.
- D. Contractor shall revise and resubmit its schedule, as necessary.
- E. Contractor shall utilize and comply with the Progress Schedule.
 - 1. A two-week look-ahead schedule shall be submitted at each weekly progress meeting along with a 1-week review schedule to document activities of the past week.
 - 2. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Progress Schedule at its own expense to Owner indicating actual progress. Maintain schedules to record actual start and finish dates of completed activities in comparison to the preliminary progress schedule. Indicate progress of each activity to date of revision, with projected completion date of each activity and the overall project. Owner may withhold a portion of progress payments until the Progress Schedule has been submitted which meets the requirements of this section.

3. If the Contractor is not in conformance with the preliminary Progress Schedule for reasons other than acts of Force Majeure, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Contract Time.

F. Schedule Revisions

Contractor shall indicate progress of each activity up to date of each Progress Schedule submission, including the following:

1. Major changes in scope
2. Activities modified since previous submission
3. Revised projections of progress and completion
4. Other identifiable changes

The above changes and modification shall be highlighted on the Progress Schedule or the contractor shall provide a summary of changes with each Progress Schedule submission.

If the Contractor is behind schedule on the Critical Path items, the Contractor shall provide a detailed work plan and indicate changes required to maintain Date of Substantial Completion. Cost associated with accelerating the schedule to restore the Critical Path shall be the responsibility of the Contractor.

Provide a Narrative Report as needed to define:

5. Problem areas, anticipated delays, and related impact on schedule
6. Corrective action recommended, and expected effect

G. Schedule Submittals

Should Contractor fail to meet any scheduled milestone date as shown on Contractor's current Progress Schedule, Contractor shall submit at its own expense within fourteen (14) days of Owner's request an updated the Progress Schedule. If Contractor's progress indicates to Owner that all the Work will not be Physically Completed within the contract time, Contractor shall, without change to the Contract Sum, increase its work force and/or working hours to bring the actual completion date of the activities into conformance with the Progress Schedule, and Substantial Completion of all the Work within the Contract Time. Contractor shall also submit a revised the Progress Schedule at its own expense within fourteen (14) days of notice from Owner when the sequence of work varies significantly from that shown on previously approved the Progress Schedule. No adjustment shall be allowed for contract time incurred more than 14 calendar days prior to the date the Engineer receives the Contractor's written request of time extension. The requests for time extension shall be limited to the effect on the critical path of the

Contractor's approved schedule attributable to the change or event giving rise to the request.

- H. Contractor and all Subcontractors, Suppliers, and Manufacturers shall schedule material deliveries and installations to conform to the Progress Schedule, and provisions to this effect shall be included in all Subcontracts.
- I. Contractor shall promptly provide written notice to the Owner of any actual or anticipated event which is delaying or could delay achievement of any milestone or performance of any Critical Path activity of the Work. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Progress Schedule, and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.
- J. Within 10 days after issuance of the Notice to Proceed, Contractor shall furnish to the Owner a chain-of-command organizational chart which includes all supervisory personnel, including Contractor's project manager, the project engineer and the superintendent, that Contractor intends to use on the Work. Contractor shall also provide Owner with a list of telephone numbers and e-mail addresses for all key personnel of Contractor for purposes of contacting personnel after hours in the event of an emergency. Contractor shall update the list periodically as necessary to ensure Owner has the most current information.

2.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

- A. The Owner may order suspension of all or any part of the Work if:
 - 1. Unsuitable weather prevents satisfactory and timely performance of the Work; or
 - 2. The Contractor does not comply with the Contract; or
 - 3. It is in the public interest.
- B. When ordered by the owner to suspend or resume work, the contractor shall do so immediately. If the work is suspended for reason (1) above, the period of work stoppage will be counted as unworkable days. But if the owner believes the contractor should have completed the suspended work before the suspension, all or part of the suspension period may be counted as working days. The owner will set the number of unworkable days (or parts of days) by deciding how long the suspension delayed the entire project. If the work is suspended for reason (2) above, the period of work stoppage will be counted as working days. The lost work time, however, shall not relieve the contractor from the contract responsibility. If the performance of all or any part of the work is suspended, delayed, or interrupted for an unreasonable period of time by an act of the Owner, or by failure to act within the time specified in the contract (or if no time is specified, within a reasonable time), the owner will make an adjustment for increases in the cost or time for the performance of the contract (excluding profit) necessarily caused by the suspension, delay, or interruption. However, no adjustment will be made for suspensions, delays, or interruptions if (1) the performance would have been suspended, delayed, or interrupted by other causes, including the fault or negligence of the contractor, or (2) an equitable

adjustment is provided for or excluded under another provision of the contract. If the contractor believes that the performance of the work is suspended, delayed, or interrupted for an unreasonable period of time and such suspension, delay, or interruption is the responsibility of the contracting agency, the contractor shall immediately submit a written notice of protest to the owner within 14 calendar days of the start of the suspension delay or interruption requesting an equitable adjustment. No adjustment shall be allowed for costs incurred more than 14 calendar days before the date the owner receives the contractor's written notice of protest. The owner will issue a written determination to the contractor and adjust payment and time in accordance with this section, if warranted. If the contractor does not agree with the written determination, then the contractor shall pursue the protest procedures in accordance with the contract. The contractor shall keep full and complete records of the costs and additional time of such suspension, delay, or interruption and shall permit the owner to have access to those records and any other records as may be deemed necessary by the owner to assist in evaluating the protest. Owner's right to stop the work for cause.

- C. If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken. This right shall not excuse Contractor from damages caused by breach of this Agreement or its responsibility for full performance of this Agreement.
- D. Contractor shall not be entitled to any adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.
- E. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a (7) seven-day period after receipt of written notice from Owner to correct such default or neglect, Owner may, without prejudice to other remedies, including, but not limited to, transfer of Work to Surety as provided herein, correct such deficiencies and, at Owner's options, complete the Work or any portion thereof using other forces. In such case an appropriate Change Order shall be issued by Owner deducting from payments then or thereafter due Contractor the reasonable cost to Owner to commence to carry out the Work, including Owner's expense and compensation for A/E's additional services made necessary by such default, neglect, or failure. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to Owner within 30 days from the invoice date. The right of Owner to perform the Work pursuant to this subparagraph shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other person or entity, and Contractor waives any claim of defense based on Owner's alleged obligation to complete work using other forces.

2.04 DELAY

- A. Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay

or failure of performance was unforeseeable and beyond the control of the parties (“Force Majeure”). Acts of Force Majeure include, but are not limited to:

1. Acts of God or the public enemy;
 2. Acts or omissions of any government entity other than Owner;
 3. Fire or other casualty for which Contractor is not responsible;
 4. Quarantine, epidemic or pandemic;
 5. Strike or defensive lockout affecting more than Contractor;
 6. Unusually severe weather conditions which could not have been reasonably anticipated; and
 7. Volcanic eruption directly impacting the Project.
 8. Earthquake directly impacting the Project.
 9. Floods directly impacting the Project.
- B. Contractor may be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, PROVIDED the Contractor timely makes a request for a mutually agreed adjustment. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
- C. Contractor may be entitled to an equitable adjustment in Contract Time, and may be entitled to a mutually agreed adjustment in Contract Sum consistent with the Contract, if the cost or time of Contractor’s performance is changed due to the fault or negligence of Owner, PROVIDED Contractor makes a request according the requirements of the contract.
- D. Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.
- E. To the extent any delay or failure of performance was concurrently caused by the fault or negligence of Owner, Contractor may be entitled to an adjustment in the Contract Time and Contract Sum for that portion of the delay or failure of performance that was so caused by Owner, provided it timely makes a request for an adjustment.
- F. Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

2.05 NOTICE TO OWNER OF LABOR DISPUTES

- A. If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents,

Contractor shall immediately give notice, including all relevant information, to Owner, including actions Contractor has to resolve dispute.

- B. Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

2.06 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

A. Liquidated Damages

1. Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. Owner will incur serious and substantial damages if Physical Completion of the Work does not occur within the Contract Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents. Owner's right to liquidated damages is not affected by partial completion, occupancy, or beneficial occupancy. Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours, including night shifts, overtime operations and weekend and holiday work as may be necessary to insure the production of the Work in accordance with the date of Substantial Completion and the approved Contractor's Construction Schedule. If Contractor fails to perform in a timely manner in accordance with the Contract Documents and, through the fault of Contractor or Subcontractor(s) fails to meet Contractor's Construction Schedule, Contractor shall take such steps as may be necessary to immediately improve its progress by increasing the number of workers, shifts, overtime operations or days of work, all without additional cost to Owner.
2. The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount shall be **\$5,000.00** per day. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner and may be retained by the Owner and deducted from periodic payments to the Contractor.
3. If the Work is to be performed in phases, with separate dates set forth for Substantial Completion elsewhere in the Contract Documents, then the specified liquidated damages shall apply separately to each such phase unless otherwise specified.
4. Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents, including its obligation to complete the Work.

PART 3 - SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

3.01 DOCUMENTS

- A. The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, required permits, and supplies, and perform the Work required in accordance with the Drawings, Specifications, and other provisions of the Contract Documents.
- B. The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.
- C. Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. If, during the performance of the Work, Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to Owner and A/E in writing.
- D. Contractor shall do no Work without applicable Drawings, Specifications, or written modifications, or Shop Drawings where required, unless instructed to do so in writing by Owner. If Contractor performs any construction activity, and it knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction. Contractor shall notify Owner prior to start of work.
- E. Contractor shall provide any Work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.
- F. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner or A/E will specify the performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all Drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional ('Design-Build' Documents). Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the A/E. Owner and A/E shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications, or approvals performed by such design professionals. Owner's or A/E's review, approval or other action on 'Design Build' Documents is only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

3.02 PROJECT RECORD

- A. Contractor shall legibly mark in red on a separate set of the Drawings and Specifications all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order proposals. This separate set of Drawings and Specifications shall be the "Project Record."
- B. Contractor shall maintain the Project Record on the Project Site throughout the construction which shall be clearly labeled "PROJECT RECORD". Contractor shall update the Project Record at least weekly noting all changes. The Project Record shall be available to Owner at all times.
- C. At Final Payment, Contractor shall submit the completed and finalized Project Record, as-builts and operating manuals to Owner at no additional cost.

3.03 SHOP DRAWINGS AND SUBMITTALS

- A. Submittals include, but are not limited to, Shop Drawings, Drawings, calculations, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, mockups, experience documentation and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor Submittals shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose Shop Drawings and Submittals provided in accordance with the Contract Documents.

Contractor shall coordinate all Shop Drawings and Submittals, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, Contractor shall cause Shop Drawings to be stamped by an appropriate professional licensed by the State of Washington. Shop Drawings submitted to A/E without evidence of Contractor's approval shall be returned without action for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow 21 days for A/E review. A/E will review, approve, or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the A/E has approved or taken other appropriate action. Owner and A/E shall respond to the Shop Drawing Submittals within 21 days of the date a submittal is received by the A/E unless the A/E advises the Contractor additional response review time is required.

- B. Any Work by Contractor shall be in accordance with reviewed Shop Drawings, to the extent consistent with the Contract Documents. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.
- C. Approval, or other appropriate action with regard to Shop Drawings and Submittals, by Owner or A/E shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner or A/E shall not constitute an approval of the safety precautions employed by Contractor during construction or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation, and the item or Work is subsequently rejected, Contractor shall be responsible for all costs of correction.
- D. If Shop Drawings and Submittals show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If A/E approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, A/E shall record the modification upon the Project Record (or the same shall not be deemed authorized).
- E. Unless otherwise provided in Division 01, Contractor shall submit to A/E for approval an electronic copy or 7 hard copies of all Shop Drawings. Unless otherwise indicated, 5 sets of all Shop Drawings and Submittals shall be retained by A/E and 2 sets shall be returned to Contractor.
- F. Review and Approval. The review, inspection, or approval of any document submittal, or site condition by Owner or its respective representatives, Project Managers or inspectors shall not be construed as consent to modification of Contractor's obligations and duties under the Contract. Owner's approval of any documents or Drawings shall not constitute or be used, either directly or indirectly or in any manner or for any purpose as an approval of or statement that such documents or Drawings are in conformance with applicable laws, or operate or act as a waiver of any rights or remedies of Owner as to any defect or error in such documents or Drawings or in the construction or installation of the Work shown in such documents or Drawings. Owner's approval of any such documents or Drawings shall not be construed or used to impose any such responsibility or liability on Owner.
- G. Contractor shall report promptly to A/E and Owner's Representative any design errors or omissions noted by Contractor or any Subcontractor during this review, but it is recognized that Contractor's review is made in Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

3.04 ORGANIZATION OF SPECIFICATIONS

- A. Specifications are prepared in sections which conform generally to trade practices. These sections are for Owner and Contractor convenience and shall not control Contractor in

dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade. The Contractor shall be responsible for completion of all the Work, regardless of division among Subcontractors.

3.05 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

- A. The Drawings, Specifications, and other documents, including those in electronic form, prepared by Owner, A/E, and A/E's consultants are instruments of service through which the Work to be executed by Contractor is described. Neither the Contractor nor any Subcontractor or Lower-tier Subcontractor shall claim a copyright in the Drawings, Specifications, and other documents prepared by Owner.
- B. The Drawings, Specifications, and other documents prepared by the A/E are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner and A/E. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E appropriate to and for use in the execution of their Work.
- C. Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.
- D. The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

PART 4 - PERFORMANCE

4.01 CONTRACTOR CONTROL AND SUPERVISION

- A. Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have

control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.

- B. Performance of the Work shall be directly supervised by a competent superintendent who is approved in advance by, and at all times satisfactory to Owner who has authority to act for Contractor. The superintendent and project manager shall be employees of Contractor. The superintendent shall remain on the Project Site whenever Subcontractors of any tier are present. Neither the superintendent nor Contractor's project manager shall be changed without the approval of Owner, which shall not be unreasonably withheld. The superintendent shall not be employed on any other project during the course of the Work. Contractor shall also have available for work on site experienced, skilled employees, such as carpenters, laborers, erection specialists, etc., to perform work as needed.
- C. The superintendent shall not be changed without the prior written consent of Owner. At Owner's request, Contractor shall dismiss the superintendent from the Project and promptly provide a substitute superintendent satisfactory to Owner.
- D. Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.
- E. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, require Contractor to remove from the Work or Project Site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.
- F. Contractor shall have phone and e-mail capability on-site.
- G. Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, comply with the Code of Ethics of Municipal Officers RCW 42.23, and Vancouver City Charter Section 11.07, which, among other things, prohibit City of Vancouver officers and employees from having an economic interest in any public works contract that was made by, or supervised by, that officer or employee. Contractor shall remove, at its sole cost and expense, any of its or its Subcontractors' employees, if they are in violation of these provisions.
- H. Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.
- I. If any of the Work is required to be inspected or approved by any public authority, Contractor shall cause such inspection or approval to be performed. No inspection performed or failed to be performed by Owner hereunder shall be a waiver of any of

Contractor's obligations hereunder or be construed as an approval or acceptance of the Work or any part thereof.

- J. Contractor shall use its best efforts to maintain labor peace by and/or among its employees and Subcontractors for the duration of the Project. In the event of a labor dispute by and/or among its employees and Subcontractors, Contractor shall not be entitled to any increase in the Contract Sum or Contract Time.
- K. Contractor shall perform such detailed examination, inspection and quality surveillance of the Work as will ensure that the Work is progressing and is being completed in strict accordance with the Contract Documents, including the then current issue of the Drawings and Specifications. Contractor shall be responsible for examination, inspection and quality surveillance of all Work performed by any Subcontractor of any tier. Contractor shall determine when it is necessary to perform, and shall perform, tests (in addition to those requested by Owner or required by the Specifications or any other provision of the Contract Documents) to verify its inspections or to ensure that the Work is being completed in strict accordance with the Contract Documents.
- L. Contractor shall plan and lay out all Work in advance of operations so as to coordinate all work without delay or revision. Contractor shall establish and maintain existing lot lines, restrictions and benchmarks. Contractor shall establish and maintain all other lines, levels and benchmarks necessary for the execution of the Work and take necessary steps to prevent their dislocation or destruction. Contractor shall employ a professional land surveyor registered in the State of Washington to initially layout and be responsible for the accuracy of the Work.

4.02 PERMITS, FEES, AND NOTICES

- A. Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, fees, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to the Owner. Contractor shall procure all certificates of inspection, use, occupancy, permits, and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work. Certificates of inspection, use, and occupancy shall be delivered to Owner upon completion of the Work in sufficient time for occupation of the Project in accordance with the approved schedule for the Work.
- B. If allowances for permits or utility fees are called for in the Contract Documents and set forth in Contractor's bid, and the actual costs of those permits or fees differ from the allowances in the Contract Documents, the Contract Sum shall be adjusted by Change Order to account for the difference between the allowance and the actual cost of that permit or fee.
- C. Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

- D. All work on the Contract shall comply with the Noise Ordinance of Vancouver's Municipal Codes, VMC 20.935.030 and VMC 7.05.
- E. In the event of any conflict between the permit requirements and the Contract Documents, the requirements of the permit shall take precedence and Contractor shall not be entitled to any change in the Contract Sum or Contract Time.

4.03 PATENTS AND ROYALTIES

- A. Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Owner harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement.

4.04 REQUIREMENTS FOR NONDISCRIMINATION

- A. The Contractor shall maintain a Work site that is free of harassment, humiliation, fear, hostility and intimidation at all times. Behaviors that violate this requirement include, but are not limited to:
 - 1. Persistent conduct that is offensive and unwelcome.
 - 2. Conduct that is considered to be hazing.
 - 3. Offensive jokes about race, color, age, national origin, disability, gender, religion, sexual orientation or gender identity.
 - 4. Unwelcome, unwanted, rude or offensive conduct or advances of a sexual nature which interferes with a person's ability to perform their job or creates an intimidating, hostile, or offensive work environment.
 - 5. Language or conduct that is offensive, threatening, intimidating or hostile based on race, color, age, national origin, disability, gender, religion, sexual orientation, or gender identity.
 - 6. Repeating rumors about individuals in the Work Site that are considered to be harassing or harmful to the individual's reputation.
- B. The Contractor shall not discriminate against any employee or applicant for contracted employment because of race, religion, color, national origin, sex, age, marital status, or the presence of any physical, sensory or mental disability.

- C. The Contractor shall, in all solicitations or advertisements for employees, state that all qualified applicants will be considered for employment, without regard to race, religion, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.
- D. The Contractor shall insert the following notification in all solicitations for bids for Work or material subject to federal laws and regulations and made in connection with all program and activities and, in adapted form in all proposals for negotiated agreements:

The Contractor in accordance to Title VI of the Civil Rights Act of 1964, 78 Stat.252, 42 U.S. Code 2000d to 2000d-4, and Title 49 Code of Federal Regulations, Part 21, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, and color national origin in consideration for an award.

- E. The Contractor shall make decisions with regard to selection and retention of subcontractors, procurement of materials and equipment and similar actions related to the Contract without regard to race, religion, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.
- F. The Contractor shall send to each labor union, employment agency, or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency or worker's representative, of the Contractor's commitments under this Contract with regard to nondiscrimination.
- G. The Contractor shall permit access to its books, records and accounts by the Owner for the purpose of investigating to ascertain compliance with these Specifications. In the event that information required of a Contractor is in the possession of another who fails or refuses to furnish this information, the Contractor shall describe, in writing, what efforts were made to obtain the information.
- H. The Contractor shall maintain records with the name and address of each minority/female worker referred to the Contractor and what action was taken with respect to the referred worker.
- I. The Contractor shall notify the Owner whenever the union with which the Contractor has a collective bargaining agreement has impeded the Contractor's efforts to effect minority/female workforce utilization. This being the case, the Contractor shall show what relief they have sought under such collective bargaining agreements.
- J. The Contractor is encouraged to participate in Owner and Washington State Human Rights Commission approved program(s) designed to train craftworkers for the construction trades.

4.05 SAFETY PRECAUTIONS

- A. Contractor shall be solely responsible for the safety of all workers and shall comply with all appropriate state safety and health standards, codes, rules, and regulations, including, but not limited to, those promulgated under the Washington Industry Safety and Health Act RCW 49.17 (WISHA) and as set forth in Title 296 WAC (Department of Labor and Industries). These safety precautions include any special protocols implemented by Local, State, or Federal government in response to a pandemic or other emergency situations. The Contractor's responsibilities extend beyond the employees on the jobsite to other persons who may be affected thereby.
- B. In particular the Contractor's attention is drawn to the requirements of WAC 296.800 which requires employers to provide a safe workplace. More specifically WAC 296.800.11025 prohibits alcohol and narcotics from the workplace. The Contractor shall likewise be obligated to comply with all federal safety and health standards, codes, rules, and regulations that may be applicable to the Contract Work. A copy of all safety plans (e.g., fall protection work plan) that are developed by the Contractor shall be submitted to the Owner as a Type 1 Working Drawing.
- C. In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.
- D. Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.
- E. Contractor shall provide all persons working on the Project Site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
 - 1. Information. At a minimum, Contractor shall inform persons working on the Project Site of:
 - a. The requirements of Chapter 296-62 WAC, General Occupational Health Standards;
 - b. Any operations in their work area where hazardous chemicals are present; and

- c. The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by Chapter 296-62 WAC.
- 2. Training. At a minimum, Contractor shall provide training for persons working on the Project Site which includes:
 - a. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
 - b. The physical and health hazards of the chemicals in the work area;
 - c. The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project Site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
 - d. The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
- F. Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
 - 1. Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project Site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "Hazardous Substances"), in violation of any such law, regulation, statute, or ordinance, but in no case shall any such Hazardous Substance be stored more than 90 days on the Project Site.
 - 2. Contractor shall promptly notify Owner of all spills or releases of any Hazardous Substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project Site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project Site.
- G. Pursuant to Chapter 49.70 RCW et seq., "Worker and Community Right to Know Act," and Chapter 296-802 WAC et seq., Contractor shall provide Owner copies of and have available at the Site a workplace survey or material safety data sheets for all Hazardous Materials under the control or use of Contractor or any Subcontractor at the Site.

Contractor shall not be entitled to any additional Contract Time or compensation arising from its failure or alleged failure to comply with this statute or regulation.

- H. All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
- I. In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall act if so instructed.
- J. Nothing provided in this section shall be construed as imposing any duty upon Owner or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project Site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.

4.06 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. Contractor shall confine all operations, including storage of materials, to Owner pre-approved areas.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by Contractor at its expense upon completion of the Work.
- C. Contractor shall use only established roadways or temporary roadways pre-approved by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Ownership and control of all materials or facility components to be demolished or removed from the Project Site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project Site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.
- E. Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project Site, including unloading, handling, and setting of Owner furnished/ Contractor installed equipment and materials. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project Site as a shop, Contractor shall be responsible for any repairs,

patching, or cleaning arising from such use. Contractor shall have a spill prevention plan/fueling plan for equipment.

- F. Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.

4.07 UNFORESEEN PHYSICAL CONDITIONS

Any investigations of hidden or subsurface conditions by Owner or its consultants have been made for design purposes. There is no guarantee, express or implied, that the conditions indicated are representative of those existing throughout the site or that unforeseen developments may not occur. Contractor is solely responsible for reasonably interpreting the information and extrapolating beyond the testing location, including each individual boring, test pit or other location. At Owner's request, Contractor shall make available to Owner the results of any site investigation, test borings, analyses, studies, or other tests conducted by or in possession of Contractor or any of its agents. Contractor represents that it is familiar with the Project Site and has reviewed all information made available to Contractor or listed in the Contract Documents, including the soils report and civil plan referred to therein concerning the conditions of the Project Site. Contractor shall undertake such further investigations and studies as may be necessary or useful to determine Project conditions with pre-approval from Owner. Contractor shall exercise special care in executing subsurface work in proximity of known subsurface utilities, improvements, and easements.

4.08 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES, AND IMPROVEMENTS

- A. Contractor shall protect from damage all existing structures, equipment, improvements, utilities, landscaping, topography, streets, curbs, walks and vegetation: at or near the Project Site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor. In the event the governmental authorities require that the repairing and patching be done with their own labor and/or materials, Contractor shall abide by such regulations and it shall pay for such work at no additional cost to Owner.

- B. Contractor shall only remove trees when specifically authorized to do so by Owner, and shall protect vegetation that will remain in place subject to appropriate permit requirements and the Tree Preservation Ordinance of the City of Vancouver VMC 20.770.

4.09 LAYOUT OF WORK

- A. Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.
- B. Public and private utilities, or their contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or Specifications. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this Project.
- C. Contractor shall lay out the Work from Owner-established baselines and benchmarks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to lines and grades that are established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

No excavation shall begin until all known facilities, in the vicinity of the excavation area, have been located and marked.

4.10 MATERIAL AND EQUIPMENT

- A. Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option with prior approval, use any equipment, material, article, or process that, in the judgment of A/E and Owner, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents.

Contractor shall check all materials and labor entering into the Work and shall keep full detailed accounts thereof.

- B. Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work

by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.

- C. Should Owner or A/E find any of the Work to be defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner.
- D. Materials shall conform to the manufacturer's standards in effect at the date of execution of the Contract Documents and shall be installed in strict accordance with the manufacturer's instructions, specifications and directions. Contractor shall, if required in writing by Owner and A/E, furnish satisfactory evidence regarding the kind and quality of any materials identifying thereon the source, and warranting their quality and compliance with the Contract Documents.
- E. All products and materials incorporated into the Project as part of the Work shall be certified as "asbestos-free" and "lead-free" by United States standards. At the completion of the Project Contractor shall submit Certifications of Asbestos-Free and of Lead-Free Materials certifying that all materials and products incorporated into the Work meet the requirements of this section.

4.11 SUBSTITUTIONS

- A. Contractor may make substitutions only with the prior consent of Owner, after evaluation by Owner's Representative and A/E in accordance with specifications provided in the Contract Documents which may require a Change Order.. By making requests for substitutions, Contractor:
 - 1. Represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - 2. Represents that Contractor will provide the same or better warranty for the substitution that Contractor would for that specified;
 - 3. Certifies that the cost data presented is complete and includes all related costs under this Contract, including A/E's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
 - 4. Will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be completed in all respects including keeping the project on schedule.

4.12 AVAILABILITY AND USE OF UTILITY SERVICES

- A. Owner, at its option, may make utilities available to Contractor from existing outlets and supplies. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by Contractor. Contractor will carefully conserve any utilities furnished. Contractor shall, at its expense and in a skillful manner satisfactory to Owner, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices, and all meters required to measure the amount

of each utility used for the purpose of determining charges. Prior to the date of Final Acceptance, Contractor shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

- B. Contractor shall confirm the location of each utility, shall excavate and dispose of each on-site utility and shall cap each off-site utility as required by the Work and as may be included in the Specifications.

4.13 TESTS AND INSPECTION

- A. Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided in the Contract Documents, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, re-testing, off-site testing, inspections, and approvals. Contractor shall give Owner timely notice of when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.
- B. Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:
 - 1. Constitute or imply acceptance;
 - 2. Relieve Contractor of responsibility for providing adequate quality control measures;
 - 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
 - 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
 - 5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- C. Neither observations by Owner, A/E, an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.
- D. Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and

tests as may be required by Owner, by A/E, by law, or by the Contract Documents. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes re-inspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

4.14 CORRECTION OF NONCONFORMING WORK

- A. If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner or A/E, be uncovered for Owner's or A/E's observation and be replaced at Contractor's expense and without change in the Contract Time.
- B. If, at any time prior to Final Completion, Owner or A/E desires to examine the Work, or any portion of it, which has been covered, Owner or A/E may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it timely makes a request therefore as provided in part 6. If such Work is not in accordance with the Contract Documents, Contractor shall pay the costs of examination and reconstruction, and the Contract Time shall not be adjusted.
- C. Contractor shall promptly correct Work found by Owner or A/E not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.
- D. If, within one year after the date of Substantial Completion of the Work or designated portion thereof, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.
- E. Contractor shall remove from the Project Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.
- F. If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to Contractor.

- G. Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- H. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one year as described herein relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which Contractor's obligation to comply with the Contract Documents or warranties may be sought to be enforced, including the time within which such proceedings may be commenced.
- I. If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and mutually agreed.
- J. Eleven months after the date of Substantial Completion of the Work Owner and Contractor shall perform a walk through to determine punch-list items to be corrected by Contractor prior to the one-year warranty expiration.

4.15 CLEAN UP

- A. Contractor and all Subcontractors shall at all times keep the Project Site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Contractor.
- B. In addition to general broom cleaning, Contractor shall perform, without limitation, the following final cleaning at completion of the Work, in addition to any cleaning required under the Specifications:
 - 1. Remove temporary protections;
 - 2. Remove marks, stains, fingerprints, and other soils or dirt from painted, decorated and natural-finished woodwork and other Work;
 - 3. Remove spots, plaster, soil and paint from ceramic tile, marble and other finished materials, and wash or wipe clean;
 - 4. Clean fixtures, cabinetry, counters, sinks, restrooms, walls, ceilings, furnishings, artwork, windows, equipment, appliances, vents, ductwork, doors, and vacuum or shampoo carpet, removing stains, paint, dirt and dust and leave same in undamaged, new condition;
 - 5. Clean all metals in accordance with recommendations of the manufacturer;

6. Clean resilient floors thoroughly with a well rinsed mop containing only enough moisture to clean off any surface dirt or dust and buff dry by machine to bring out the surfaces to sheen;
7. Broom clean all interiors, roof and parking lots;
8. Remove from and about the Project Site waste materials, rubbish, tools, construction equipment, machinery and surplus materials;
9. Remove all spillage and tracking arising from the performance of work from streets and sidewalks, maintaining a regular maintenance program of sweeping and hosing to minimize accumulation of dirt and dust upon such areas; and
10. Replace glass damaged or broken prior to completion of the glasswork phase of the Project. After damaged or broken glass has been replaced, removed all labels, wash and polish both sides of all glass.

4.16 ACCESS TO WORK

Contractor shall provide Owner and A/E access to the Work in progress wherever located. The presence of Owner or A/E on-site does not constitute acceptance of the Work.

4.17 SEPARATE CONTRACTS

Owner may undertake or award separate contracts for work or services at or near the Project Site. Contractor shall reasonably cooperate with the separate contractors and with Owner's employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the separate contractor. Contractor shall reimburse Owner for costs incurred by Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of Contractor.

4.18 SUBCONTRACTORS AND SUPPLIERS

- A. Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any Subcontractor or supplier to whom Owner has a reasonable objection and shall obtain Owner's written consent before making any substitutions or additions.
- B. Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- C. If dissatisfied with any part of the Work performed by a subcontractor of any tier, the Owner may request in writing that the subcontractor performing the unsatisfactory Work be removed. The Contractor shall comply with this request at once and shall not employ the subcontractor for any further Work under the Contract.

- D. Each Subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:
1. The assignment is effective only after termination by Owner pursuant to Part 9 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and
 2. After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.
 3. The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- E. The Contractor shall comply with all requirements regarding prompt payment including, but not limited to, the requirements of RCW 39.04.250, 39.76.011, 39.76.020, and 39.76.040.
- F. The Contractor shall make payment to its first-tier subcontractors not later than 10 calendar days after receipt of payment from the Contracting Agency for Work satisfactorily completed by its first-tier subcontractors, to the extent of the first-tier subcontractor's interest therein. Satisfactorily completed Work shall mean when all the associated Contract items of Work have been accomplished and documented as required by the Contracting Agency.
- G. Upon request by any subcontractor or materials supplier at any tier, the Engineer will provide a copy of any or all progress payment estimates the Engineer has made to the Contractor.

4.19 WARRANTY OF CONSTRUCTION

- A. Warranty shall be from one (1) year from the Substantial Completion date. Contractor warrants to Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects not inherent in the quality required or permitted; the Work will conform to the requirements of the Contract Documents; that the Work will be performed in a skillful and workmanlike manner; and all punch list items shall promptly be made or repaired by Contractor. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Owner, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. At its sole cost and expense, Contractor shall promptly pay and perform, to the reasonable satisfaction of Owner or its transferee, any repairs required of Contractor, in fulfillment of the foregoing warranty obligations. Should Contractor fail to perform any non-emergency maintenance or repair required pursuant to this Subparagraph within fifteen (15) days of notice thereof from Owner or any transferee of Owner shall be entitled to recover directly from Contractor the cost thereof (including attorneys fees) plus interest at the statutory rate

thereon until repaid, immediately and upon demand by Owner therefore. Owner or its assigns shall be entitled to make emergency repairs to the Project whether or not within the warranty obligations of Contractor hereunder without providing Contractor prior notice thereof; provided however that notice and demand for repayment for such emergency repairs shall be provided to Contractor as soon thereafter as is reasonably practicable. Contractor's warranties shall be in addition to any manufacturer's warranties and Contractor agrees to assist Owner with prosecution of manufacturer's warranties. As used above, the term "defects" shall mean (a) any portions of the Work not in conformance with the Contract Documents or (b) any portion of the Work which is otherwise incomplete, defective, not performed in a sound an workmanlike manner, or not performed in accordance with applicable laws, rules, codes, and ordinances, orders, or similar binding pronouncement enacted by any local, state or federal government agency, bureau, department or government.

- B. The obligations under this section shall survive Final Acceptance.

PART 5 - PAYMENTS AND COMPLETION

5.01 CONTRACT SUM

Owner shall pay Contractor the Contract Sum for performance of the Work, in accordance with the Contract Documents. The Contract Sum shall include all taxes imposed by law and properly chargeable to the Project, including sales tax.

By executing this Contract, the Contractor represents and acknowledges that the Contract Sum is reasonable compensation for all the Work that the Contract Time is adequate for the performance of the Work, and that is has carefully examined the Contract Documents.

5.02 SCHEDULE OF VALUES

Before submitting its first Application for Payment, Contractor shall submit to Owner for approval a breakdown allocating the total Contract Sum to each principle category of work, in such detail as requested by Owner ("Schedule of Values"). The approved Schedules of Values shall include appropriate amounts, and cost weighted percentage, for demobilization, record Drawings, Operation & Maintenance manuals, and any other requirements for Project closeout, and shall be used by Owner as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedules of Values.

5.03 APPLICATION FOR PAYMENT

- A. **Draft Application for Payment.** At monthly intervals to be determined at the pre-construction meeting, Contractor shall submit to Owner a report on the current progress of the Work as compared to Contractor's Progress Schedule, and a draft, itemized application for payment for Work performed during the current calendar month on a form supplied or approved by Owner. This shall not constitute a payment request. Contractor and Owner shall confer regarding the current progress of the Work and the amount of payment to which Contractor is entitled. Owner may request Contractor to provide data substantiating

Contractor's right to payment, such as copies of requisitions from Subcontractors of any tier, and reflecting retainage as provided elsewhere in the Contract Documents.

- B. After Contractor and Owner have conferred regarding the draft application, and Contractor has furnished all progress information required and all data requested by Owner as provided above, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedules of Values for the prior month. Each Application shall be supported by such substantiating data as Owner may require.
- C. By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.010, as their interests appeared in the last preceding certificate of payment. The Application shall also state that prevailing wages have been paid in accordance with the approved statements of Intent to Pay Prevailing Wages on file with Owner and that all payments due Subcontractors of any tier from Owner's payment the prior month have been made. THE SUBMISSION OF THIS APPLICATION CONSTITUTES A CERTIFICATION THAT THE WORK IS CURRENT ON THE CONTRACTOR'S CONSTRUCTION SCHEDULE, unless otherwise noted on the application. If required by Owner, Contractor shall submit proof of payment to Subcontractors for prior months, such as lien releases or cancelled checks. By submitting an Application for Payment, Contractor is recertifying that the representations set forth are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment. Such applications may not include requests for payment for portions of the Work for which Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom Contractor intends to pay. An Application for Payment shall not be valid unless it complies with the requirements of the Contract Documents.
- D. A list of all Subcontractors on site shall be provided to the Owner along with the Application for Payment, or payment will be delayed. Before submitting the first Application for Payment, Contractor shall furnish in writing to Owner the names, addresses, and telephone numbers of all Subcontractors, as well as suppliers providing materials.
- E. At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.
- F. If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project Site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project Site, provided Contractor complies with or furnishes satisfactory evidence of the following:
 - 1. The material will be placed in a bonded storage facility (warehouse) that is structurally sound, dry, lighted and suitable for the materials to be stored;
 - 2. The warehouse is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;

3. Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project);
4. Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
5. The warehouse (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
6. Owner shall at all times have the right of access in company of Contractor;
7. Contractor and its surety assume total responsibility for the stored materials; and
8. Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish notice to Owner when materials are moved from storage to the Project Site.

5.04 PROGRESS PAYMENTS

- A. For projects in excess of \$35,000, the Owner shall retain 5% of the amount of each progress payment in accordance with RCW 60.28. If Contractor chooses to submit a retainage bond, the bond shall be on the forms as prescribed by the Owner.
- B. Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.
- C. Payments due and unpaid in accordance with the Contract Documents may bear interest as specified in RCW 39.76.011.

5.05 LIENS

- A. Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors of any tier) to the extent that Owner has paid Contractor for such. Contractor shall furnish to Owner such releases of claims and other documents as Owner may request from time to time to evidence such payment (and discharge). Owner may, at its option, withhold payment, in whole or in part, to Contractor until such documents are furnished. Contractor may provide other security acceptable to Owner, such as a bond, in lieu of paying disputed lien claims.

5.06 PAYMENTS WITHHELD

- A. Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:
1. Failure to provide a State of Washington Department of Labor & Industries approved Intent to Pay Prevailing Wage form for work performed for the Contractor and any Subcontractors.
 2. 150% of the value of Work not in accordance with the Contract Documents;
 3. Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
 4. Work by Owner to correct defective Work or complete the Work in accordance with the general conditions;
 5. Third party claims filed or reasonable evidence indicating probable filing of such claims, unless Owner determines it is adequately secured against such claims with adequate retainage to protect against deficiencies in the Work;
 6. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 7. Failure to perform in accordance with the Contract Documents; or
 8. Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.

5.07 SUBSTANTIAL COMPLETION

- A. All Work other than incidental corrective or punch list work shall be completed. Substantial Completion shall not have been achieved if all systems, equipment and parts are not operational and functioning problem free for 30 continuous days, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner. Contractor may request an early date of Substantial Completion which must be approved by Change Order. Owner's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

Upon execution of Certificate of Substantial Completion, Contractor shall attach a list of each outstanding and unresolved Claim or Lien; any Claim or Lien not so attached and identified, other than retainage and the undisputed balance of the Contract Sum, shall be deemed waived and abandoned.

- B. Date of Commissioning of Critical Systems: The following systems of the Work, and any other systems designated in the Contract Documents, are considered "Critical Systems":

the HVAC system, the data communication system(s), the intercom system, the life safety system(s) and the security system. When Contractor considers that the Critical Systems are up and running and ready for normal operation as specified for each phase, Contractor shall so notify A/E in writing a minimum of 14 days prior to the Date of Substantial Completion for that portion or phase as fixed in the Contract Documents. The A/E will then schedule a pre-commissioning inspection of these systems to determine whether the Critical Systems are complete and ready for normal operation. If A/E's inspection discloses that the Critical Systems are not Substantially Complete or that any item which is not in accordance with the requirements of the Contract Documents, Contractor shall expeditiously, and before the Date of Commissioning, complete or correct such item upon notification by A/E. Contractor shall then submit a request for another inspection by A/E to determine completion of the Critical Systems and pay the costs associated with the re-inspection, including fees of A/E and its consultants. When the Critical Systems are complete, A/E will notify Owner in writing, which shall establish the Date of Commissioning. Warranties on the Critical Systems required by the Contract Documents shall commence on the Date of Commissioning, unless otherwise provided. The Date of Commissioning shall not have an effect on the duties of the parties at Substantial Completion or supersede the requirements of Substantial Completion.

5.08 PRIOR OCCUPANCY

- A. Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not: be deemed an acceptance of any portion of the Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or constitute a waiver of claims.

5.09 TRAINING

- A. As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Owner's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. Contractor shall schedule training sessions at least two weeks in advance of the date of the training to allow Owner personnel adequate notice. Training by video shall be conducted by contractor at owner's request as part of contract duties.
- B. The O & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and/or system is completely installed and operational in its normal operating environment. All training shall be recorded and provided by cloud based accessible electronic means acceptable to the Owner.

5.10 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

- A. Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing.
- B. Final Acceptance is the formal action of the City Council acknowledging Final Completion or for projects under \$300,000 written acceptance by the Owner. Neither Final Acceptance nor final payment shall release Contractor or its sureties from any obligations of these Contract Documents or the Contractor Bonds, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in Part 8.
- D. Owner may, at Owner's option and to the fullest extent allowed by law, retain from final payment up to 150% of the value of any Work Owner determines to be incomplete, defective, or otherwise not in accordance with these General Conditions and the Contract Documents, until such Work is repaired or performed to Owner's satisfaction.

5.11 RECORDS

- A. Contractor shall maintain books, ledgers, records, documents, emails, estimates, correspondence, logs, schedules, electronic data and other evidence relating or pertaining to the costs and/or performance of the Contract ("records") to such extent and in such detail as will properly reflect and fully support compliance with the requirements of the Contract Documents and with all costs, charges and other amounts of whatever nature. Contractor shall preserve such records for a period of seven (7) years following the date of Final Acceptance under the Contract and for such longer period as may be required by any other provision of the Contract. Within seven (7) days of Owner's request, Contractor agrees to make available at the office of Contractor during normal business hours all records for inspection, audit and reproduction (including electronic reproduction) by Owner or its representatives; failure to fully comply with this requirement shall constitute a material breach of contract.
- B. Each Subcontractor of any tier shall maintain books, ledgers, records, documents, estimates, correspondence, logs, schedules, electronic data and other evidence relating or pertaining to the costs and/or performance of the Contract ("records") to such extent and in such detail as will properly reflect and fully support compliance with the requirements of the Contract Documents and with all costs, charges and other amounts of whatever nature. Each Subcontractor shall preserve such records for a period of seven (7) years following the date of Final Acceptance under the Contract and for such longer period as may be required by any other provision of the Contract. Within seven (7) days of Owner's request, a Subcontractor shall make available at the office of the Subcontractor during normal business hours all records for inspection, audit and reproduction (including electronic

reproduction) by Owner or its representatives; failure to do so shall constitute a waiver of all claims by that Subcontractor.

- C. Contractor agrees, on behalf of itself and Subcontractors of any tier, that any rights under RCW 42.17.260, "Disclosure," will commence at Final Acceptance, and that the invocation of such rights at any time shall initiate an equivalent right to disclosures from Contractor and Subcontractors of any tier for the benefit of Owner.

PART 6 - CHANGES

6.01 CHANGE IN THE WORK

- A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, solely by Change Order or Construction Change Directive, subject to the limitations stated herein and elsewhere in the Contract Documents. A Change Order shall be based upon agreement among Owner and Contractor. A Construction Change Directive is issued by Owner and may or may not be agreed to by Contractor.
- B. The Owner reserves the right to make, at any time during the Work, such changes in quantities and such alterations in the Work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the Surety, and the Contractor agrees to perform the work as altered. Among others, these changes and alterations may include:
 - 1. Deleting any part of the work.
 - 2. Increasing or decreasing quantities.
 - 3. Altering Specifications, designs, or both.
 - 4. Adding new Work.
 - 5. Altering facilities, equipment, materials, services or sites, provided by the Owner.
 - 6. Ordering the Contractor to speed up or delay the work.
- C. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders.
- D. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an adjustment may be made by Owner as provided herein, and such adjustment(s) shall be incorporated into a Change Order
- E. Change Order Proposals.

1. If Owner desires to order a change in the Work, it may request a written Change Order proposal from Contractor. Contractor shall submit a Change Order proposal within ten (10) days of the request from Owner, or within such other period as mutually agreed. Contractor's Change Order proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time.
 2. Upon receipt of the Change Order proposal, or a request for an adjustment in the Contract Sum or Contract Time, or both, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work by Construction Change Directive. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- F. If and when Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for an adjustment.
- G. If Contractor adds a reservation of rights that has not been initialed by Owner to any Change Order, Construction Change Directive, Change Order proposal, Application for Payment or any other document, all amounts therein shall be considered disputed and not due or payable unless and until costs are re-negotiated or the reservation is withdrawn or changed in a manner satisfactory to Owner. If Owner makes payment for a Change Order or an Application for Payment that contains a reservation of rights not initialed by Owner to indicate agreement with the reservation, and if Contractor negotiates the check for such payment, then the reservation of rights shall be deemed waived, withdrawn and of no effect.
- H. The Owner may direct the Contractor to proceed with a change in the work through a written Field Authorization (also referred to as a Field Order) when the time required to price and execute a Change Order would impact the Work.

The Field Authorization shall describe and include the following:

1. The Scope of Work
2. An agreed upon maximum not to exceed amount
3. Any estimated change to the Contract Time.
4. The method of final cost determination in accordance with the requirements detailed herein.

5. The supporting data to be submitted in accordance with the requirements detailed herein.

Upon satisfactory submittal by the Contractor and approval by the Owner of supporting cost data, a Change Order will be executed. The Owner will not make payment to the Contractor for Field Authorization work until that work has been incorporated into an executed Change Order.

6.02 CHANGES IN THE CONTRACT SUM

A. General Application

1. The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order proposal. Change Orders shall only be effective if signed by Owner.
2. If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an adjustment in the Contract Sum in accordance with the dispute resolution procedure. No change in the Contract Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined herein.
3. The value of any Work covered by a Change Order, or of any request for an adjustment in the Contract Sum, shall be determined by one of the following methods:
 - a. On the basis of a fixed price. Backup for a fixed price is still required. See pricing components.
 - b. By application of unit prices to the quantities of the items involved. The unit prices should be used unless the quantity of the change order is in excess of 1.25 times the original bid quantity.
 - c. On the basis of time and material. This may or may not have a not to exceed price assigned.
4. When Owner has requested Contractor to submit a Change Order proposal, Owner may direct Contractor as to which method in subparagraph 3 above to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or of a request for an adjustment, on the basis of the fixed price method.

B. Pricing Components

Pricing proposals for adjusting the Contract Sum shall be submitted by Contractor and by Subcontractors through Contractor on a form acceptable to Owner for Change Proposal

submittals. The total cost of any changed Work or increase or decrease in the Contract Sum, including Claims, shall be limited to the following components:

1. Direct Labor Costs: These are the estimated or actual labor costs calculated either (a) by multiplying the number of additional craft hours times the hourly costs necessary to perform the change in Work or (b) multiplying the unit labor costs times the additional material quantities, whichever is applicable according to industry practice. The costs shall not exceed the latest annual edition of the RS Means Building Construction Cost Data Book. The hourly cost shall be based upon the following:
 - a. Basic wages and fringe benefits: The hourly wage (without markup) and fringe benefits paid by Contractor as established by the Washington Department of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable, for the laborers, apprentices, journeymen, and foremen performing and/or directly supervising the Change in the Work on the site. The premium portion of overtime wages is not included unless pre-approved in writing by Owner. Costs paid or incurred by Contractor for vacations, per diem, subsistence, housing, travel, bonuses, stock options, or discretionary payments to employees are not separately reimbursable.
 - b. Workers' insurances: Direct contributions to the State of Washington as industrial insurance; medical aid; and supplemental pension by class and rates established by the Washington Department of Labor and Industries.
 - c. Federal insurances: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).

No administrative time (at the job site, home office, or any other location) shall be allowed as a line item of the estimated cost of a change order, including the Superintendent's time. Administrative costs are considered to be part of the Fee set forth below.

2. Direct Material Costs: This is an itemization of the estimated or actual quantity and cost of additional materials reasonable and necessary to perform the change in the Work. The unit costs shall be based on the following:
 - a. The net costs after all offered or available discounts or rebates.
 - b. Freight costs; express charges; or special delivery costs when applicable.
 - c. No lump sum costs will be allowed except when approved in advance by A/E and Owner.
3. Construction Equipment Usage Costs: This is an itemization of the actual length of time that construction equipment appropriate for the Work is used solely on the change in the Work at the site times the following applicable rental. Actual, reasonable

mobilization costs are permitted if the equipment is brought to the site solely for the change in the Work and compensation is permitted for furnishing all fuel, oil, lubrication, repairs, maintenance and insurance to the extent that such amounts are not included in the outside rental rate.

- a. Equipment rentals from an entity not related to Contractor or a Subcontractor of any tier shall be reimbursed at the actual rate paid to the unrelated third party as evidenced by rental receipts.
 - b. Equipment rentals from an entity related to Contractor or a Subcontractor of any tier shall not exceed the fair market rental price for that equipment established in the local prevailing rate of The Rental Rate Blue Book by Equipmentwatch (www.equipmentwatch.com).
 - c. Contractor's small tools are included in the Fee, and no separate charge will be permitted as part of any change in the Work. Small tools are \$500 or less in value and normally furnished by the performing contractor.
4. Subcontractor Costs: These are payments Contractor makes to Subcontractors for the cost of changed Work performed by or through such Subcontractors. Subcontractors' cost of changed Work shall be determined and itemized in the same manner as prescribed in herein and shall not include consultant costs, attorneys' fees, or claim preparation expenses.
5. Fee. This is compensation for overhead, profit and all costs not included above, including without limitation all personnel not defined herein; temporary construction facilities; office, home office costs and site overhead (including project manager, project engineer, other engineers, estimator, superintendent and their vehicles); office engineering and estimating costs; taxes (except for sales tax); employee per diem; subsistence and travel costs; warranty; safety costs; quality control/assurance, purchasing, small or hand tool or expendable charges; preparation of as-built drawings; schedule updating; impact on unchanged Work; proposal, Change Order and Claim preparation; consultant costs; attorneys' fees; and delay and impact costs of any kind, added to the total cost to Owner of any Change Order, Construction Change Directive, Claim or any other claim of any kind on this Work. No Fee shall be due, however, for direct settlements by Owner of Subcontractor claims after Substantial Completion of Contractor's Work. The Fee shall be limited to a reasonable, mutually acceptable amount, but if none can be agreed upon, it shall be limited to the following:
- a. Contractor shall receive 15% of the cost of any materials supplied or work properly performed by Contractor's own forces.
 - b. Contractor shall receive 10% of the amount owed directly to a Subcontractor for materials supplied or for work properly performed by that Subcontractor.
 - c. Each Subcontractor shall receive 10% of the cost of any materials supplied or work properly performed by its own forces.

- d. Each Subcontractor shall receive 7% of the amount it incurs for materials supplied or work properly performed by its Subcontractors of any lower tier.

If a change in the Work involves both additive and deductive items, the appropriate Fee allowed will be added to the net difference of the items. If the net difference is negative, no Fee will be added to the negative figure as a further deduction.

6. Cost of change in insurance and bond premium. This is the actual cost of any changes in Contractor's liability insurance and statutorily required public works payment and performance bond premiums arising directly from the changed Work. This cost is calculated as a percentage of the sum of the costs and is subject to audit. Upon request, Contractor shall provide Owner with supporting documentation from its insurer and bonding company of any associated cost incurred.
 - a. Contractor's small tools are considered part of Contractor's Fee below and no separate charge will be permitted as part of any change in the Work. Small tools are \$500 or less in value.

6.03 CHANGE IN THE CONTRACT TIME

- A. The Contract Time may be changed only by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order proposal.
- B. If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an adjustment in the Contract Time in accordance with the dispute resolution procedure of Part 8. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.
- C. Any change in the Contract Time covered by a Change Order, or based on a request for an adjustment in the Contract Time, shall be limited to the change in the Critical Path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for an adjustment. Any Change Order proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the Critical Path of the schedule. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event: had a specific impact on the Critical Path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by re-sequencing of the Work or other reasonable alternatives.
- D. Contractor may request compensation for the cost of a change in Contract Time subject to the following conditions:
 1. The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E;
 2. Compensation under this paragraph is limited to changes in Contract Time for which Contractor is not entitled to be compensated under other sections;

3. Contractor shall follow the procedure set forth herein;
4. Contractor shall establish the extent of the change in Contract Time in accordance with paragraph 6.03C; and
5. The daily cost of any change in Contract Time shall be limited to the items below, less funds that may have been paid pursuant to a change in the Contract Sum that contributed to this change in Contract Time:
 - a. Cost of nonproductive field supervision or labor extended because of the delay;
 - b. Cost of weekly meetings or similar indirect activities extended because of the delay;
 - c. Cost of temporary facilities or equipment rental extended because of the delay;
 - d. Cost of insurance extended because of the delay;

PART 7 - CLAIMS AND DISPUTE RESOLUTION

In an effort to reduce the incidence and costs to all parties of extended disputes, all Claims, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof, except claims which have been waived under the terms of the Contract Documents, shall be decided exclusively by the following alternative dispute resolution procedure unless the parties mutually agree in writing otherwise.

7.01 CLAIMS PROCEDURE

- A. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between Owner and Contractor arising out of or relating to the Contract Documents. Claims must be initiated in writing and include the information and substantiation required by the Contract Documents. The responsibility to substantiate Claims shall rest with the party making the Claim. Neither a Request for Information, nor a Construction Change Directive, nor a Change Order, nor a Change Order Proposal accepted by Owner, nor a reservation of rights, nor minutes of a meeting, nor a Daily Report, nor a ROM log entry, nor an Owner's request for or Contractor's response to a Change Order Proposal, nor a notice of a potential or future Claim, nor any other Claim or purported notice of Claim that fails to meet the requirements of the Contract Documents shall constitute a Claim.
- B. Notice. Except for Claims requiring notice before proceeding with the affected Work as otherwise described in the Contract Documents, Contractor shall submit written notice to Owner of such claim within ten (10) days after the date when Contractor first knew, or reasonably should have known, of the event or condition giving rise to the apparent claim. The notice must identify itself as a notice of a Claim and shall include a clear description of the event leading to or causing the Claim and describe the nature and impact of the Claim

in reasonable detail. Notice is sufficient if the item is both discussed in the weekly meeting and listed in the "Notice" section of the meeting minutes as a notice item.

- C. Claim. Contractor shall submit a written Claim as provided herein within thirty (30) days of the notice. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled to. It shall be fully substantiated and documented. At a minimum the Claim shall contain the following information:
1. A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
 2. The date on which facts arose which gave rise to the Claim;
 3. The name of each employee of the Owner or A/E knowledgeable about the Claim;
 4. The specific provisions of the Contract Documents which support the Claim;
 5. Copies of any identified documents, other than the Contract Documents, that support the Claim;
 6. If an adjustment in Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;
 7. If an adjusting in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into categories as required herein;
 8. A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of the Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes the Owner is liable.
 - 9.
- D. After Contractor has submitted a fully documented Claim that complies with all of the contract provisions, Owner shall respond in writing, to Contractor as follows:
1. If the Claim amount is less than \$50,000 with a decision within 60 days from the date the Claim is received; or
 2. If the Claim amount is \$50,000 or more, with a decision with 60 days from the date the Claim is received, or with notice to the Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.

- E. To assist in the review of the Contractor's Claim, Owner may visit the Project Site, or request additional information, in order to fully evaluate the issues raised.
- F. Failure to submit the notice or Claim in accordance with this Section shall constitute an absolute and unconditional waiver, bar and release of such claim.
- G. The fact that Owner and Contractor may continue to discuss or negotiate a Claim that has or may have been defective or untimely under the Contract shall not constitute waiver of the provisions of the Contract Documents unless Owner and Contractor sign an explicit, unequivocal waiver approved by Owner. Actual or alleged prejudice shall not be required to enforce a notice or Claim-submittal provision of this Contract.
- H. Pending final resolution of a Claim except as otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract, and Owner shall continue to make payments in accordance with the Contract Documents. The time limits for submission of Claims are in addition to, and not in lieu of, the time limits for submission of requests for adjustments to the Contract Time and Contract Sum..

7.02 CLAIMS AUDITS

- A. All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.
- B. In support of Owner audit of any Claim, Contractor shall, upon request, promptly, and in any event no later than the date provided by Owner, make available to Owner the following documents:
 - 1. Daily time sheets and supervisor's daily reports;
 - 2. Collective bargaining agreements;
 - 3. Insurance, welfare, and benefits records;
 - 4. Payroll registers;
 - 5. Earnings records;
 - 6. Payroll tax forms;
 - 7. Material invoices, requisitions, and delivery confirmations;
 - 8. Material cost distribution worksheet;
 - 9. Equipment records (list of company equipment, rates, etc.);
 - 10. Vendors', rental agencies', Subcontractors', and agents' invoices;

11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
 12. Subcontractors' and agents' payment certificates;
 13. Cancelled checks (payroll and vendors);
 14. Job cost report, including monthly totals;
 15. Job payroll ledger;
 16. Planned resource loading schedules and summaries;
 17. General ledger;
 18. Cash disbursements journal;
 19. Financial statements for all years reflecting the operations on the Work. In addition, Owner may require, if it deems it appropriate, additional financial statements for three (3) years preceding execution of the Work;
 20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
 21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
 22. All documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;
 23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and
 24. Work sheets, software, and all other documents used by Contractor to prepare its bid.
- C. The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

7.03 RESOLUTION OF CLAIMS AND DISPUTES

- A. Upon receipt of a Claim against Contractor or at any time thereafter, A/E or Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If

the Claim relates to a possibility of a default by Contractor, A/E or Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

- B. Within thirty (30) days of Owner's receipt of the written Claim, Owner may require that an officer of Contractor, a principal of A/E, and Owner's City Manager or designee (all with authority to settle) meet, confer, and attempt to resolve the Claim during the following ten (10) days. Owner may continue the meeting to a time after it assembled and reviewed data.
- C. If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the Claim by A/E, by mediation or by litigation.
- D. **Mediation.** Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived shall, after completion of the dispute resolution process herein, be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. This requirement cannot be waived except by an explicit written waiver. The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be filed in writing with the other party to the Contract, and the parties shall promptly attempt to mutually agree upon a mediator. . Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation, unless stayed for a longer period by agreement of the parties or court order. The parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Work is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. An officer of Contractor and Owner's City Manager or designee must attend the mediation session with authority to settle the Claim. To the extent there are other parties in interest, such as A/E or Subcontractors, their representatives, also with authority to settle the Claim, shall also attend the mediation session. Unless Owner and Contractor mutually agree in writing otherwise, all unresolved Claims shall be considered at a single mediation session that shall occur prior to Final Acceptance by Owner.
- E. **Litigation.** Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered in the procedures herein. Contractor shall have the burden to demonstrate in any litigation that it has complied with all requirements herein. All unresolved Claims of Contractor shall be waived and released unless Contractor has complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) one hundred twenty (120) days after the Date of Substantial Completion approved in writing by Owner or (b) sixty (60) days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by Owner and Contractor. The pendency of a mediation shall toll these deadlines until thirty (30) days after the date of the mediation session. Neither Contractor nor a Subcontractor of any tier, whether claiming under a bond or lien statute or otherwise, shall be entitled to attorneys' fees directly or indirectly from Owner (but may recover attorneys' fees from the bond or statutory retainage fund itself to the extent allowable under law).

- F. Owner may join Contractor as a party to any litigation involving the alleged fault of Contractor or Subcontractor of any tier.

7.04 NOTICE AND CLAIMS

- A. All notices and Claims shall be made in writing as required by the Contract. Any notice of a Claim of Contractor against Owner and any Claim of Contractor, whether under the Contract or otherwise, must be made pursuant to and in strict accordance with the applicable provisions of the Contract. No act, omission, or knowledge, actual or constructive, of Owner or A/E shall in any way be deemed to be a waiver of the requirement for timely written notice and a timely written Claim unless Owner and Contractor sign an explicit, unequivocal written waiver approved by Owner's City Council.
- B. The fact that Owner and Contractor may continue to discuss or negotiate a Claim that has or may have been defective or untimely under the Contract shall not constitute waiver of the provisions of the Contract Documents unless Owner and Contractor sign an explicit, unequivocal waiver approved by Owner's City Council.
- C. Contractor's failure timely to submit required notices and/or Claims has a substantial impact upon and prejudices Owner, including but not limited to the inability to fully investigate or verify the Claim, mitigate damages, choose alternative options, adjust the budget, delete or modify the impacted Work, and/or monitor time, cost and quantities. For these and other reasons, actual or alleged prejudice shall not be required to enforce the notice or Claim provisions of this Contract.

PART 8 - TERMINATION OF THE WORK

8.01 TERMINATION BY OWNER FOR CAUSE

- A. Owner may, upon 7 days' written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
 - 1. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
 - 2. Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 - 3. Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 - 4. Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
 - 5. Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;

6. Contractor disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 7. Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Upon termination, Owner may at its option:
1. Take possession of the Project Site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
 2. Accept assignment of subcontracts pursuant to the applicable section; and
 3. Finish the Work by whatever other reasonable method it deems expedient.
- C. When Owner terminates the Work in accordance with this section, Contractor shall take the actions required herein, and shall not be entitled to receive further payment until the Work is accepted.
- D. If the unpaid balance of the Contract Sum exceeds Owner's damages and the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such may be retained by Owner and Contractor shall have no claim thereon. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.
- E. Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.
- F. If Owner terminates Contractor for cause, and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience.

8.02 TERMINATION BY OWNER FOR CONVENIENCE

- A. Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.
- B. Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
1. Stop performing Work on the date and as specified in the notice of termination;
 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;

3. Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
 4. Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
 5. Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project Site, and any other property related to the Work in the possession of Contractor in which Owner has an interest; and
 6. Continue performance only to the extent not terminated.
- C. If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of part 7.
- D. If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 9 - MISCELLANEOUS PROVISIONS

9.01 MEANING OF WORDS

Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the Drawings, or required to complete the installation.

9.02 TIME COMPUTATIONS

When computing any period of time, the day of the event from which the period of time begins shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

9.03 ANTITRUST ASSIGNMENT

Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner under a Change Order. Contractor shall put a similar clause in its Subcontracts, and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.

9.04 NO PERSONAL LIABILITY

No employee or officer of Owner shall be personally liable to Contractor, its owners or affiliates, in the event of any default or breach by owner or for any amounts which become due to Contractor, its owners or Affiliates, or on any obligation under the terms of this Agreement.

9.05 NON-WAIVER OF GOVERNMENTAL RIGHTS

By entering into this Agreement, Owner is specifically not obligating any governmental agency with respect to any discretionary or regulatory action relating to development or operation of the Work, including, but not limited to, rezoning, variances, environmental approvals, regulatory plan review, code compliance or any other governmental agency approvals or regulatory actions which are or may be required or authorized. By entering into this Agreement, Owner is binding itself to the covenants in the Agreement and such other covenants as may be implied from this Agreement, but Owner is not otherwise limiting its governmental authority; provided that Owner's exercise of any rights pursuant to this Agreement are not to be considered its "governmental" authority for purposes of this Section.

9.06 PARTIAL INVALIDITY

The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability, or effect of the remaining parts and provisions of the Contract Documents.

CITY OF VANCOUVER

**Pearson Field Airport
Electrical Replacement Project**

REQUIRED CONTRACT CONDITIONS **(FAA)**



**FAA
Airports**

Contract Provision for Obligated Sponsors and Airport Improvement Program Projects

(Issued on January 20, 2023)

APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 7.2%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Washington State, Clark County, City of Vancouver.

A3 BREACH OF CONTRACT TERMS

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the *Contractor* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Contractor* written notice that describes the nature of the breach and corrective actions the *Contractor* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Contractor* must correct the breach. Owner may proceed with termination of the contract if the *Contractor* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

Certification of Compliance with FAA Buy American Preference Statement

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - d) Certify that all construction materials used in the project are manufactured in the U.S.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

A5 CIVIL RIGHTS - GENERAL

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The City of Vancouver, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination

because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant

thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A7 CLEAN AIR AND WATER POLLUTION CONTROL

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 COPELAND “ANTI-KICKBACK” ACT

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor,

Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types

described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits,

apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

A11 DEBARMENT AND SUSPENSION

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE

Bid Information Submitted as a matter of responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Contract Assurance (49 CFR § 26.13) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the City of Vancouver. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Vancouver. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f) –

The prime contractor must not terminate a DBE subcontractor listed in the Proposal (or an approved substitute DBE firm) without prior written consent of the City of Vancouver. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent the City of Vancouver. Unless City of Vancouver consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The City of Vancouver may provide such written consent only if the City of Vancouver agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the City of Vancouver its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the City of Vancouver, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City of Vancouver should not approve the prime contractor's action. If

required in a particular case as a matter of public necessity (e.g., safety), the City of Vancouver may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

A13 DISTRACTED DRIVING

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

A15 DRUG FREE WORKPLACE REQUIREMENTS

None.

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in

accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its

affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the

Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations

such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A19 PROHIBITION OF SEGREGATED FACILITIES

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A22 RIGHT TO INVENTIONS

Not used.

A23 SEISMIC SAFETY

Not used.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (☐) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☐) is not (☐) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25 TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

A26 TRADE RESTRICTION CERTIFICATION

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A28 DOMESTIC PREFERENCES FOR PROCUREMENTS

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

CITY OF VANCOUVER

**Pearson Field Airport
Electrical Replacement Project**

GENERAL PROVISIONS & CONSTRUCTION ITEMS (FAA)

Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).

Paragraph Number	Term	Definition
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

Parag raph Numb er	Term	Definition
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.

Paragraph Number	Term	Definition
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. b. Owner Force Account - Work performed for the project by the Owner's employees.
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

Paragraph Number	Term	Definition
10-37	Owner	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is the City of Vancouver.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner’s responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor’s responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.

Paragraph Number	Term	Definition
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

Paragraph Number	Term	Definition
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	Every day will be counted as a "Working Day" unless it is a nonworking day or an Owner determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, a whole or half day on which the Contract specifically prohibits Work on the critical path of the Contractor's approved progress schedule, or one of these holidays: January 1, the third Monday of January, the third Monday of February, Memorial Day, June 19, July 4, Labor Day, November 11, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls

Paragraph Number	Term	Definition
		on a Saturday, the preceding Friday shall be counted a nonworking day.
10-66	Substantial Completion	Substantial completion shall be that degree of completion of the project or a defined portion of the project, sufficient to enable the Owner, at his discretion, to safely and conveniently use the project or defined portion of the project for the purposes for which it was intended during all hours of operation.
10-67	Week Day	Any day other than a legal holiday, Saturday, or Sunday.
10-68	Work Week	Monday (starting at 6am) through Friday (ending at 4pm)

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). The time, place, and stipulation of all bid proposals has been advertised in a manner as prescribed by law and is contained in the “Invitation to Bid.”

20-02 Qualification of bidders. Each bidder shall submit to the Owner qualifications in accordance with the applicable requirements as defined in the proposal.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost.

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. See the “Invitation to Bid” for information regarding prebid conference time, date, and location.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie

evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) in numerals which they propose for each pay item furnished in the proposal.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing, by fax, by email before the time specified for opening bids. Revised

proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in “default” for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner’s Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner’s Engineer a written request for interpretation no later than 7 days prior to bid opening.

Any interpretation of the project bid documents by the Owner’s Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

SECTION 30 AWARD AND EXECUTION OF CONTRACT

30-01 Consideration of proposals. Guidelines for how the bidders proposals will be considered are detailed in the proposal section of the contract manual.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within 150 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

For AIP contracts, unless otherwise specified in this subsection, no award shall be made until the FAA has reviewed the Owner's recommendation to make such award in accordance with 2 CFR 200.324.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties will be retained by the Owner..

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

The successful bidder shall furnish a separate performance bond and payment bond in the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work

covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or

grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the RPR; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If

any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. Special Provisions are described elsewhere within these bidding documents.

50-05 Cooperation of Contractor. The Contractor shall be supplied with five hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): hardcopy, MS excel, MS word, DWG, PDF, other format as mutually agreed to be the Contractor and Engineer.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

The Contractor shall supervise and control the layout of the work. Survey work performed under this contract shall be performed under the direct supervision of a Washington registered Professional Land Surveyor. Recognized and established construction survey practices and orders of accuracy shall be followed in all cases. The Engineer's notice to proceed does not constitute an approval or acceptance of the survey work, but is rather an inspection to see that sufficient line and grade has been established to construct the work to the required accuracy. The following minimum staking requirements shall be met:

- A. **Electrical Equipment.** The location of duct banks, lights, base cans, and other electrical equipment shall be located by means of offset hubs. Conduit, wire and duct runs shall be staked at 50 foot intervals.

Horizontal datum for latitude/longitude shall be NAD 83. Vertical datum shall be NAVD 88.

Payment shall be made at the contract lump sum price for "Construction Staking." This price shall be full compensation for furnishing all labor, equipment, materials, tools and incidentals necessary to complete the work.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the

Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

The Contractor shall supply steel and manufactured products that conform to the Buy American provisions established under 49 USC Section 50101 as follows: “Steel products must be 100% U.S. domestic product Manufactured Products. Preference shall be given to products that are 100% manufactured and assembled in the U.S. Manufactured products not meeting the 100% U.S. domestic preference may only be used on the project if the FAA has officially granted a permissible waiver to Buy American Preferences. Submittals for all manufactured products must include certification of compliance with Buy American requirements as established under 49 USC Section 50101. Submittal must include sufficient information to confirm compliance or submittal will be returned with no action.”

At the RPR’s option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor’s risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor’s expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor’s representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and

unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows: Refer to Contract Conditions and General Provisions, Supplemental Conditions.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed

as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, *Operational Safety on Airports During Construction*. The CSPP is within the appendices of this project manual.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have

been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such “phasing” of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his or her own estimate of the difficulties involved in arranging the work to permit such beneficial occupancy by the Owner, as shown on the Work Area plans.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor’s responsibility for work. Until the RPR’s final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding,

and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents. Refer to plan sheet G-2.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. The Airport is located within Vancouver National Historic Reserve, and the Fort Vancouver National Historic Site. The western section of the runway is located on property owned by the National Parks Service, and leased by the City of Vancouver. The Owner will provide for a cultural surveyor to monitor all ground disturbing activities related to construction. If the Contractor encounters artifacts of historical or archaeological significance during ground disturbing activities, operations shall be temporarily suspended.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

END OF SECTION 70

Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 25 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The the number of working days (also referred to as ‘week days’ shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor’s control, it shall be adjusted as follows:

80-07.1 Contract time based on working days (also referred to as ‘week days’). Contract time based on working days shall be calculated weekly by the Resident Project Representative (RPR). The RPR will furnish the Contractor a copy of their weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved Change Orders or Supplemental Agreements covering Extra Work).

The weekly statement of contract time charged is based on the following considerations:

(1) Time will be charged for days on which the Contractor could proceed with scheduled work under construction at the time for at least six (6) hours with the normal work force employed on such items. When normal work force is a double-shift, use 12 hours; and when the normal work force is on a triple-shift, use 18 hours. Conditions beyond the Contractor’s control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the scheduled work items under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The RPR will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The RPR will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The RPR will not make charges against the contract time after the date of final acceptance as defined in Section 50, paragraph 50-14, *Final Acceptance*.

(5) The Contractor will be allowed one (1) week in which to file a written protest setting forth their own objections to the RPR’s weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the Section 20, paragraph 20-05, *Interpretation of Estimated Proposal Quantities*. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional

engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
All Work	See Proposal Section	See Proposal Section
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Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor’s surety as to the reasons for considering the Contractor in default and the Owner’s intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor’s failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a

direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.

Term	Description
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (kg).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be

Term	Description
	furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

No retainage will be held by the Owner from progress payments due the prime.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

When at least 95% of the project work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.
- b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

m. Results of all contractor quality control tests performed during the project.

n. Submit "Certificate of Compliance" form.

o. Items mentioned elsewhere in these contract documents.

END OF SECTION 90

Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

The Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, to limit the surface area of erodible earth material exposed by excavation, borrow and fill operations, and to direct the Contractor to provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment

102-3.3 Construction details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance and removal of silt fence. Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

METHOD OF MEASUREMENT

102-4.1 No separate measurement will be made for “Temporary Air and Water Pollution, Soil Erosion, and Siltation Control.”

BASIS OF PAYMENT

102-5.1 For “Temporary Air and Water Pollution, Soil Erosion, and Siltation Control”, work shall be paid for at the contract lump sum price listed in the proposal. This price shall be full compensation for furnishing, maintenance, and removal (at the end of the project) of all temporary erosion control measures, smoke and dust control, and other activities described in these specifications and shown in the plans including labor, equipment, tools, and incidental items necessary to complete the item.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33 *Hazardous Wildlife Attractants on or Near Airports*

AC 150/5370-2 *Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 10 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105 Mobilization

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)
WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

CITY OF VANCOUVER

**Pearson Field Airport
Electrical Replacement Project**

TECHNICAL SPECIFICATIONS (FAA)

ITEM P-100 FOD PREVENTION CONTROLS

DESCRIPTION

P-100-1.1 This item shall consist of providing manpower and equipment necessary to avoid the possibility for FOD (foreign object debris) damage to aircraft. FOD present on an active runway, taxiway, shoulder, ramp, road, or any other paved surfaces may result in aircraft damage from engine ingestion, engine blast or any high-speed ground operation. To prevent such damage from occurring, FOD prevention controls must be maintained throughout the duration of the contract period. FOD is considered to be objects/debris of any visible size, including small dirt particles. Active aircraft surfaces shall be kept clean as work progresses and shall be free of FOD, as described above, before these surfaces are opened to aircraft operations.

MATERIALS

P-100-2.1 EQUIPMENT. Equipment shall include power brooms (plastic brooms only, wire brooms are not allowed), vacuum type sweepers, water trucks, and hand tools as necessary to eliminate or avoid FOD.

CONSTRUCTION METHODS

P-100-3.1 Procedures to be followed for purposes of preventing FOD shall be observed with the maximum degree of effort. It shall be understood that unlike general “best effort” cleanup requirements associated with typical construction projects, the FOD prevention controls are to be considered a primary project objective. The Contractor shall review the safety and phasing requirements carefully as presented in the project plans and specifications and submit with the contractor’s proposed schedule a FOD Control Plan.

The basic philosophy of the FOD Control Plan shall be to minimize the work necessary to remove debris from aircraft movement areas by minimizing the source debris in work areas, and along haul and access routes.

Food and beverage containers, along with any other refuse generated by the Contractor, shall be contained to prevent creation of FOD.

FOD PREVENTION CONTROLS REQUIREMENTS

Access/haul routes shall be confined strictly to the areas designated on the Project Site Plan, Safety, Phasing, or Work Area Plans. These routes shall be confined to the smallest possible area in order to limit the amount of sweeping and clean-up required. These routes shall be marked clearly by the Contractor with signs and cones so vehicles will not stray from the designated routes.

The Contractor shall return all aircraft movement areas to a clean, FOD-free state to the satisfaction of the airport before re-opening those surfaces to aircraft traffic. FOD cleanup equipment and methods used by the Contractor are subject to approval by the Engineer and/or Airport Staff. Equipment judged to be unsuitable by the Engineer shall be replaced by the Contractor.

Whenever directed by the Engineer, the Contractor shall begin cleanup operations or shut down cleanup operations already in progress. In the event the Airport or Engineer determines any active aircraft movement area to be unusable due to construction generated debris, and if the Contractor is not on site, cleanup equipment will be called to the airport and billed directly to the Contractor.

The Contractor is responsible for making the necessary precautions (including watering) to avoid construction generated debris (including construction related dirt particulates) from polluting surfaces. Construction generated debris found to have polluted the surface of buildings, aircraft, or other infrastructure/property is the Contractor's responsibility to remove and restore in condition.

The Contractor shall also implement techniques and measures acceptable to the Engineer and the Owner to control dust and particulate dirt from excavation, grading, stockpiling, hauling, and transporting operations and the like in the project work area. This includes but is not limited to the work areas, haul/access routes, staging areas, disposal areas, stockpiles, and any other area disturbed by the Contractor in the course of the project.

The Contractor shall comply with all applicable State Board of Health requirements and similar State or Federal requirements, pertaining to control of or abatement of air pollution. Contractor shall provide such air pollution control measures required to comply with the minimum standards established by such agencies. The Contractor shall take necessary steps to control dust so that it does not hinder airport operations and, specifically, the operation of FAA owned facilities.

METHOD OF MEASUREMENT AND PAYMENT

P-100-4.1 Payment shall be made at the contract lump sum price for "FOD Prevention Controls." This price shall be full compensation for furnishing all labor, equipment, materials, tools, and incidentals necessary to complete the work.

END OF ITEM P-100

Item P-151 Clearing and Grubbing

DESCRIPTION

151-1.1 This item shall consist of clearing or clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Resident Project Representative (RPR).

a. Clearing shall consist of the cutting and removal of all trees, stumps, brush, logs, hedges, the removal of fences and other loose or projecting material from the designated areas. The grubbing of stumps and roots will not be required.

b. Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, structures, debris, and rubbish of any nature, natural obstructions or such material which in the opinion of the RPR is unsuitable for the foundation of strips, pavements, or other required structures, including the grubbing of stumps, roots, matted roots, foundations, and the disposal from the project of all spoil materials resulting from clearing and grubbing.

c. Tree Removal. Not used.

CONSTRUCTION METHODS

151-2.1 General. The areas denoted on the plans to be cleared and grubbed shall be staked on the ground by the Contractor as indicated on the plans.

The removal of existing structures and utilities required to permit orderly progress of work shall be accomplished by local agencies, unless otherwise shown on the plans. Whenever a telephone pole, pipeline, conduit, sewer, roadway, or other utility is encountered and must be removed or relocated, the Contractor shall advise the RPR who will notify the proper local authority or owner to secure prompt action.

151-2.1.1 Disposal. All materials removed by clearing or by clearing and grubbing shall be disposed of outside the Airport's limits at the Contractor's responsibility, except when otherwise directed by the RPR. As far as practicable, waste concrete and masonry shall be placed on slopes of embankments or channels. When embankments are constructed of such material, this material shall be placed in accordance with requirements for formation of embankments. Any broken concrete or masonry that cannot be used in construction and all other materials not considered suitable for use elsewhere, shall be disposed of by the Contractor. In no case, shall any discarded materials be left in windrows or piles adjacent to or within the airport limits. The manner and location of disposal of materials shall be subject to the approval of the RPR and shall not create an unsightly or objectionable view. When the Contractor is required to locate a disposal area outside the airport property limits, the Contractor shall obtain and file with the RPR permission in writing from the property owner for the use of private property for this purpose.

151-2.1.2 Blasting. Blasting shall not be allowed.

151-2.2 Clearing. The Contractor shall clear the staked or indicated area of all materials as indicated on the plans. Trees unavoidably falling outside the specified clearing limits must be cut up, removed, and disposed of in a satisfactory manner. To minimize damage to trees that are to be left standing, trees shall be felled toward the center of the area being cleared. The Contractor shall preserve and protect from

injury all trees not to be removed. The trees, stumps, and brush shall be cut flush with the original ground surface. The grubbing of stumps and roots will not be required.

Fences shall be removed and disposed of as directed by the RPR. Fence wire shall be neatly rolled and the wire and posts stored on the airport if they are to be used again, or stored at a location designated by the RPR if the fence is to remain the property of a local owner or authority.

151-2.3 Clearing and grubbing. In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass, and other unsatisfactory materials as indicated on the plans, shall be removed, except where embankments exceeding 3-1/2 feet (105 cm) in depth will be constructed outside of paved areas. For embankments constructed outside of paved areas, all unsatisfactory materials shall be removed, but sound trees, stumps, and brush can be cut off flush with the original ground and allowed to remain. Tap roots and other projections over 1-1/2 inches (38 mm) in diameter shall be grubbed out to a depth of at least 18 inches (0.5 m) below the finished subgrade or slope elevation.

Any buildings and miscellaneous structures that are shown on the plans to be removed shall be demolished or removed, and all materials shall be disposed of by removal from the site. The cost of removal is incidental to this item. The remaining or existing foundations, wells, cesspools, and like structures shall be destroyed by breaking down the materials of which the foundations, wells, cesspools, etc., are built to a depth at least 2 feet (60 cm) below the existing surrounding ground. Any broken concrete, blocks, or other objectionable material that cannot be used in backfill shall be removed and disposed of at the Contractor's expense. The holes or openings shall be backfilled with acceptable material and properly compacted.

All holes in embankment areas remaining after the grubbing operation shall have the sides of the holes flattened to facilitate filling with acceptable material and compacting as required in Item P-152. The same procedure shall be applied to all holes remaining after grubbing in areas where the depth of holes exceeds the depth of the proposed excavation.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

151-3.1 No separate measurement or payment will be made for clearing and grubbing. Work shall be incidental to applicable bid items.

END OF ITEM P-151

Item P-610 Concrete for Miscellaneous Structures

DESCRIPTION

610-1.1 This item shall consist of concrete and reinforcement, as shown on the plans, prepared and constructed in accordance with these specifications. This specification shall be used for all concrete other than airfield pavement which are cast-in-place.

MATERIALS

610-2.1 General. Only approved materials, conforming to the requirements of these specifications, shall be used in the work. Materials may be subject to inspection and tests at any time during their preparation or use. The source of all materials shall be approved by the Resident Project Representative (RPR) before delivery or use in the work. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be stored and handled to ensure preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed in them.

The use of pit-run aggregates shall not be permitted unless the pit-run aggregate has been screened and washed, and all fine and coarse aggregates stored separately and kept clean. The mixing of different aggregates from different sources in one storage stockpile or alternating batches of different aggregates shall not be permitted.

a. Reactivity. Fine aggregate and coarse aggregates to be used in all concrete shall have been tested separately within six months of the project in accordance with ASTM C1260. Test results shall be submitted to the RPR. The aggregate shall be considered innocuous if the expansion of test specimens, tested in accordance with ASTM C1260, does not exceed 0.08% at 14 days (16 days from casting). If the expansion either or both test specimen is greater than 0.08% at 14 days, but less than 0.20%, a minimum of 25% of Type F fly ash, or between 40% and 55% of slag cement shall be used in the concrete mix.

If the expansion is greater than 0.20%, the aggregates shall not be used, and test results for other aggregates must be submitted for evaluation; or aggregates that meet P-501 reactivity test requirements may be utilized.

610-2.2 Coarse aggregate. The coarse aggregate for concrete shall meet the requirements of ASTM C33 and the requirements of Table 4, Class Designation 5S; and the grading requirements shown below, as required for the project.

Coarse Aggregate Grading Requirements

Maximum Aggregate Size	ASTM C33, Table 3 Grading Requirements (Size No.)
1 1/2 inch (37.5 mm)	467 or 4 and 67
1 inch (25 mm)	57
3/4 inch (19 mm)	67
1/2 inch (12.5 mm)	7

610-2.2.1 Coarse Aggregate susceptibility to durability (D) cracking. Not used.

610-2.3 Fine aggregate. The fine aggregate for concrete shall meet all fine aggregate requirements of ASTM C33.

610-2.4 Cement. Cement shall conform to the requirements of ASTM C150 Type I or II.

610-2.5 Cementitious materials.

a. Fly ash. Fly ash shall meet the requirements of ASTM C618, with the exception of loss of ignition, where the maximum shall be less than 6%. Fly ash shall have a Calcium Oxide (CaO) content of less than 15% and a total available alkali content less than 3% per ASTM C311. Fly ash produced in furnace operations using liming materials or soda ash (sodium carbonate) as an additive shall not be acceptable. The Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in the concrete mix, and shall furnish each additional report as they become available during the project. The reports can be used for acceptance or the material may be tested independently by the RPR.

b. Slag cement (ground granulated blast furnace (GGBF)). Slag cement shall conform to ASTM C989, Grade 100 or Grade 120. Slag cement shall be used only at a rate between 25% and 55% of the total cementitious material by mass.

610-2.6 Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

610-2.7 Admixtures. The Contractor shall submit certificates indicating that the material to be furnished meets all of the requirements indicated below. In addition, the RPR may require the Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all of the requirements of the cited specifications. Subsequent tests may be made of samples taken by the RPR from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

a. Air-entraining admixtures. Air-entraining admixtures shall meet the requirements of ASTM C260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any water reducer admixture shall be compatible.

b. Water-reducing admixtures. Water-reducing admixture shall meet the requirements of ASTM C494, Type A, B, or D. ASTM C494, Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.

c. Other chemical admixtures. The use of set retarding, and set-accelerating admixtures shall be approved by the RPR. Retarding shall meet the requirements of ASTM C494, Type A, B, or D and set-

accelerating shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

610-2.8 Premolded joint material. Premolded joint material for expansion joints shall meet the requirements of ASTM D1751.

610-2.9 Joint filler. The filler for joints shall meet the requirements of Item P-605, unless otherwise specified.

610-2.10 Steel reinforcement. Reinforcing shall consist of materials conforming to the requirements of below or as shown on the plans.

Reinforcing Steel	ASTM A615, ASTM A706, ASTM A775, ASTM A934
Welded Steel Wire Fabric	ASTM A1064, ASTM A884
Welded Deformed Steel Fabric	ASTM A1064
Bar Mats	ASTM A184 or ASTM A704

610-2.11 Materials for curing concrete. Curing materials shall conform to ASTM C171.

CONSTRUCTION METHODS

610-3.1 General. The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified here. All machinery and equipment used by the Contractor on the work, shall be of sufficient size to meet the requirements of the work. All work shall be subject to the inspection and approval of the RPR.

610-3.2 Concrete Mixture. The concrete shall develop a compressive strength of 4000 psi in 28 days as determined by test cylinders made in accordance with ASTM C31 and tested in accordance with ASTM C39. The concrete shall contain not less than 470 pounds of cementitious material per cubic yard (280 kg per cubic meter). The water cementitious ratio shall not exceed 0.45 by weight. The air content of the concrete shall be 5% +/- 1.2% as determined by ASTM C231 and shall have a slump of not more than 4 inches (100 mm) as determined by ASTM C143.

610-3.3 Mixing. Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C94 or ASTM C685.

The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F (4°C) without the RPRs approval. If approval is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F (10°C) nor more than 100°F (38°C). The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his expense.

Retempering of concrete by adding water or any other material is not permitted.

The rate of delivery of concrete to the job shall be sufficient to allow uninterrupted placement of the concrete.

610-3.4 Forms. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the RPR. Forms shall be of suitable material and shall be of the type, size, shape,

quality, and strength to build the structure as shown on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes. The Contractor shall be responsible for their adequacy.

The internal form ties shall be arranged so no metal will show in the concrete surface or discolor the surface when exposed to weathering when the forms are removed. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied immediately before the concrete is placed. Forms shall be constructed so they can be removed without injuring the concrete or concrete surface.

610-3.5 Placing reinforcement. All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concrete placement. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by the Contractor when required.

610-3.6 Embedded items. Before placing concrete, all embedded items shall be firmly and securely fastened in place as indicated. All embedded items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The concrete shall be spaded and consolidated around and against embedded items. The embedding of wood shall not be allowed.

610-3.7 Concrete Consistency. The Contractor shall monitor the consistency of the concrete delivered to the project site; collect each batch ticket; check temperature; and perform slump tests on each truck at the project site in accordance with ASTM C143.

610-3.8 Placing concrete. All concrete shall be placed during daylight hours, unless otherwise approved. The concrete shall not be placed until the depth and condition of foundations, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved by the RPR. Concrete shall be placed as soon as practical after mixing, but in no case later than one (1) hour after water has been added to the mix. The method and manner of placing shall avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. The concrete shall not be dropped from a height of more than 5 feet (1.5 m). Concrete shall be deposited as nearly as practical in its final position to avoid segregation due to rehandling or flowing. Do not subject concrete to procedures which cause segregation. Concrete shall be placed on clean, damp surfaces, free from running water, or on a properly consolidated soil foundation.

610-3.9 Vibration. Vibration shall follow the guidelines in American Concrete Institute (ACI) Committee 309R, Guide for Consolidation of Concrete.

610-3.10 Joints. Joints shall be constructed as indicated on the plans.

610-3.11 Finishing. All exposed concrete surfaces shall be true, smooth, and free from open or rough areas, depressions, or projections. All concrete horizontal plane surfaces shall be brought flush to the proper elevation with the finished top surface struck-off with a straightedge and floated.

610-3.12 Curing and protection. All concrete shall be properly cured in accordance with the recommendations in American Concrete Institute (ACI) 308R, Guide to External Curing of Concrete. The concrete shall be protected from damage until project acceptance.

610-3.13 Cold weather placing. When concrete is placed at temperatures below 40°F (4°C), follow the cold weather concreting recommendations found in ACI 306R, Cold Weather Concreting.

610-3.14 Hot weather placing. When concrete is placed in hot weather greater than 85°F (30 °C), follow the hot weather concreting recommendations found in ACI 305R, Hot Weather Concreting.

QUALITY ASSURANCE (QA)

610-4.1 Quality Assurance sampling and testing. Concrete for each day's placement will be accepted on the basis of the compressive strength specified in paragraph 610-3.2. The Contractor will sample the concrete in accordance with ASTM C172; test the slump in accordance with ASTM C143; test air content in accordance with ASTM C231; make and cure compressive strength specimens in accordance with ASTM C31; and test in accordance with ASTM C39. The QA testing agency will meet the requirements of ASTM C1077.

The Contractor shall provide adequate facilities for the initial curing of cylinders.

610-4.2 Defective work. Any defective work that cannot be satisfactorily repaired as determined by the RPR, shall be removed and replaced at the Contractor's expense. Defective work includes, but is not limited to, uneven dimensions, honeycombing and other voids on the surface or edges of the concrete.

METHOD OF MEASUREMENT

610-5.1 Concrete shall be considered incidental and no separate measurement shall be made of concrete complete in place and accepted.

BASIS OF PAYMENT

610-6.1 Concrete shall be considered incidental and no separate payment shall be made.

Payment will be made under:

Item P-610-6.1	Concrete, incidental to other work items
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REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A704	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A884	Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement
ASTM A934	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete

ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C114	Standard Test Methods for Chemical Analysis of Hydraulic Cement
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C311	Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C685	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1157	Standard Performance Specification for Hydraulic Cement
ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)

ASTM C1365	Standard Test Method for Determination of the Proportion of Phases in Portland Cement and Portland-Cement Clinker Using X-Ray Powder Diffraction Analysis
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types)
ASTM D1752	Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction

American Concrete Institute (ACI)

ACI 305R	Hot Weather Concreting
ACI 306R	Cold Weather Concreting
ACI 308R	Guide to External Curing of Concrete
ACI 309R	Guide for Consolidation of Concrete

END OF ITEM P-610

Item T-901 Seeding

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding, and mulching the areas shown on the plans or as directed by the RPR in accordance with these specifications.

MATERIALS

901-2.1 Seed. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the RPR duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as follows:

- a.** The seed mix is to be untreated, tested seed of good quality and free of noxious weeds.
- b.** Seed shall be dry and not moldy and shall show no sign of having been wet or otherwise damaged.
- c.** Each bag shall be labeled with the variety of seed and mix percentages and the supplier's name and address and other information as required by the Washington State Weed Laws.

The seed mix shall be constituted of the following types and percentages by weight:

SEEDING (general seeding, where special seeding types are not specified)

Dwarf Perennial Ryegrass	80%
Creeping Red Fescue	20%
Minimum Germination	90%
Application Rate	100 lbs/acre

901-2.2 Lime. Not required.

901-2.3 Fertilizer. Not required.

901-2.5 Mulching. Mulching shall consist of ground or chopped vegetative material spread evenly over disturbed surfaces. The following materials may be used for mulch.

A. Mulch for Wet Application:

Mulch for wet application shall consist of cellulose fiber produced from virgin wood, straw, or paper fiber product mixed with a tackifier consisting of gumbinder derived from guar. Mulch shall be applied at a rate of 2,000 lbs./acre. Sufficient tackifier shall be added to the mulch to achieve an application rate of 60 lbs./acre when applied.

901-2.6 Soil for repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

CONSTRUCTION METHODS

901-3.1 Advance preparation and cleanup. After grading of areas has been completed and before applying fertilizer, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches (125 mm) as a result of grading operations and, if immediately prior to seeding, the top 3 inches (75 mm) of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches (125 mm). Clods shall be broken and the top 3 inches (75 mm) of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 Dry application method.

a. Liming. Not required.

b. Fertilizing. Not required.

901-3.3 Wet application method.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in Sections 901-2.1, 2.2, and 2.3 of these specifications.

b. Spraying equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons (190 liters) over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons (380 liters) per minute at a pressure of 100 lb / sq inches (690 kPa). The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch (16 mm) solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet (6 to 30 m). One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For ease of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet (15 m) in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds (100 kg) of lime shall be added to and mixed with each 100 gallons (380 liters) of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds (100 kg) of these combined solids shall be added to and mixed with each 100 gallons (380 liters) of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the RPR all sources of water at least two (2) weeks prior to use. The RPR may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the RPR following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches (75 mm), after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the RPR, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 Maintenance of seeded areas. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the RPR. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the RPR. A grass stand shall be considered adequate when bare spots are one square foot (0.01 sq m) or less, randomly dispersed, and do not exceed 3% of the area seeded.

METHOD OF MEASUREMENT

901-4.1 No separate measurement for payment shall be made for seeding. Seeding of disturbed surfaces shall be considered necessary and incidental to the work of this Contract.

BASIS OF PAYMENT

901-5.1 No payment will be made separately or directly for seeding of disturbed areas. Seeding of disturbed areas shall be considered necessary and incidental to the work of this Contract.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602 Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-901

ITEM L-100 GENERAL ELECTRICAL REQUIREMENTS, POWER SERVICE AND CONTROL

DESCRIPTION

100-1.1 Scope. This section covers the work necessary for the installation of the complete electrical systems. Furnish materials, labor, and equipment in accordance with all sections of these specifications, the accompanying drawings, and the directions of the Engineer. Furnish and install new regulators complete with controls, size as indicated on the drawings. All sections of these specifications apply equally; where a conflict arises, the more stringent of the specifications shall apply.

100-1.2 Site Inspection. Prior to submitting a bid, visit the project site, ascertain conditions affecting the proposed work, and make allowances as to the cost thereof.

100-1.3 Responsibility. Be responsible for:

Complete, fully operational, systems in accordance with the intent of these contract documents.

Referring to all of the drawings for other trades for details of facility equipment and construction which affect the work covered under this section.

Coordinating electrical work with owner, power utility company (as applicable), and work of other trades to avoid conflicts, errors, and delays.

Coordinate and size equipment furnished with other manufacturers.

Installing materials and equipment in a workmanlike manner.

Installing materials and equipment in strict accordance with manufacturer's recommendations, unless otherwise specified or directed by the Engineer.

Furnishing and installing all incidental items not specifically shown or specified which are required by good practice to provide the complete systems specified herein.

100-1.4 Intent of Drawings. Drawings are partly diagrammatic and are intended to show circuiting and switching details, which shall be exactly as shown.

Exact conduit locations are not shown unless so indicated or specially dimensioned.

One-line and riser diagrams are schematic and do not show physical arrangement of equipment.

100-1.5 Departures from Drawings. Submit, in writing, to the Engineer for review, details of any necessary proposed departures from these Contract Documents, and the reasons therefore, as soon as practicable and within 15 days after the award of contract. Make no such departures without the prior written approval of the Engineer.

EQUIPMENT AND MATERIALS

100-2.1 Conduit shall be rigid galvanized steel, threaded type, except where all underground conduit shall be PVC, unless otherwise noted.

Ends shall be threaded and reamed smooth. Conduit shall be threaded into fittings and equipment or shall be secured by insulated grounded bushings.

100-2.2 Conduit Fittings shall be used as required to make up the raceway system. Such fittings shall be malleable iron galvanized. Fittings exposed to the weather shall be gasketed and watertight. Straps, bushings, locknuts, connectors and similar devices shall be galvanized.

100-2.3 Wire shall be stranded copper, type THWN-2 or type XHHW-2 insulated. Stranded wire shall be terminated with crimped on lugs except where equipment materials are designed for stranded conductors.

100-2.4 Current Loop Regulator(s) shall conform to FAA specification AC 150/5345-10 (latest edition and changes) for L-828 ferroresonant constant current regulators having a secondary current range of 2.8 amperes to 6.6 amperes and three brightness steps, unless otherwise indicated. Primary voltage shall be 240 volts, single-phase, 60 hertz, unless otherwise indicated. Regulators shall be ferroresonant, dry-type (air cooled).

A secondary ammeter shall be provided on the units. Regulator case and secondary circuit lightning arrestors shall be bonded to the grounding system.

A 4 kW regulator shall be provided for the new loop to be installed on Runway 8-26. The existing 7.5 kW regulator serving Taxiway A shall be re-used and relocated per plans. An additional new 7.5 kW regulator and associated manual transfer switches shall be installed to serve as a backup regulator for either Runway 8-26 or Taxiway A.

100-2.5 Load Centers. Load centers shall be Square D NEHB panelboards with door, and type QOB circuit breakers, or approved equivalent. Number of spaces and main breaker size as shown on plans. NEMA 1 gasketed enclosure, finish shall be ANSI 61 gray. All breaker spaces shall be labeled with permanent engraved plastic labels. Panel shall have copper bus and breakers shall be bolted on.

Other acceptable manufacturers include: General Electric, SquareD, and Eaton.

100-2.6 Circuit Breakers. Circuit breakers shall be thermal magnetic trip equipped with individually insulated, braced, and protected connectors. The front faces of all circuit breakers shall be flush with each other. Large permanent individual circuit numbers shall be affixed to each breaker in a uniform position. Tripped indication shall be clearly shown by the breaker handle taking a position between ON and OFF. Provisions for additional breakers shall be such that no additional connectors will be required to add breakers.

Circuit Breakers shall be bolted securely to the panelboard bus. “Push on” or “plug in” breakers are not acceptable.

Where 120 volt, 20 amp breakers are intended for switching loads they shall be rated for switching duty and labeled “SWD”.

Where new circuit breakers are required for existing panelboards, new circuit breakers shall match the characteristics of the existing circuit breakers, including, but not necessarily limited to, AIC ratings. Sizes as shown on the plans.

100-2.7 Safety Switches and Disconnecting Means. Furnish safety switches and disconnecting means where required by the NEC, state and local codes, or where required by the AHJ. All equipment shall conform to NEMA standards latest revision as applicable.

Switches shall be heavy-duty class, quick-make, quick-break, safety-type, externally operable, with by-passable interlock to prevent opening of cover in "ON" position. Switch shall have positive indication of "OFF" and "ON" position. Devices shall have visible blades unless molded-case breaker mechanism is used. Switches shall be so constructed as to preclude single phasing of switch blades due to mechanical failure. Switches shall be padlockable in the "OFF" position.

Switches shall be of the proper horsepower, ampere, and voltage rating with number of poles required to open all ungrounded conductors and with a solid neutral (S/N) bar where required. Provide auxiliary switch contacts in all disconnect switches to monitor the status of the disconnect switch.

Unless otherwise indicated, individually-mounted switches shall be in NEMA type 12 enclosures except in wet locations or where indicated as weatherproof, in which case NEMA type 4 stainless steel enclosures shall be provided.

CONSTRUCTION METHODS

100-3.1 Workmanship shall be neat and workmanlike in all respects, done by competent, skilled craftsmen. The Engineer shall have the right to order the removal of any workman who is deemed incompetent, careless, or not performing in the best interest of the project. The contractor shall remove any such workman when directed by the Engineer and shall have all inferior work removed and replaced as directed by the Engineer.

Work shall be accomplished with a minimum of disturbance to the FAA functions at the field. Outages of any sort to FAA facilities shall be made only by prearrangement with the Engineer and at such times and durations as the Engineer authorizes.

METHOD OF MEASUREMENT

100-4.1 Regulator Installation/Modifications shall be measured by each system installed as a completed unit in place, ready for operation, and accepted by the RPR. Said measurement shall include regulator installation/modification and the installation of the primary and secondary wiring connections, and full compensation for furnishing all materials, labor, equipment, tools, and incidentals for completing this item as specified or shown on the plans.

100-4.2 Circuit Breakers for Existing Panels. Circuit breakers for existing panels shall be measured by each system installed as a completed unit in place, ready for operation, and accepted by the RPR. Said measurement shall include the circuit breakers for installation in existing panels, and full compensation for furnishing all materials, labor, equipment, tools, and incidentals for completing this item as specified or shown on the plans.

100-4.3 Regulator Vault/Building Modification. Payment will be made as described within spec section Item L-109.

100-4.4 Safety Switches and Disconnecting Means. Safety switches and disconnect means (if required) shall be included under Regulator Vault/Building Modifications lump sum price.

100-4.5 General Electrical Removal. Payment will be made at the contract lump sum price for all general electrical removal, and shall be full compensation for all testing, materials, equipment, labor, and disposal necessary to complete the work. The price includes ducts, pull boxes, base cans, concrete markers, cables, edge lights, transformers, and other items scheduled for demolition, relocation or reinstallation, storage at Owner storage, conductors in ducts as required and shown on drawings, and other miscellaneous abandoned items within the work area but not specifically designated elsewhere. The work associated with protection of existing electrical utilities in the affected areas shall also be covered under this bid item.

BASIS OF PAYMENT

100-5.1 Payment will be made at the contract unit price for each completed and accepted regulator installation/modification, load center, and circuit breakers for existing panels. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item L-100-5.1	L-828 4kW (RW 8-26) Constant Current Regulator – each
Item L-100-5.2	L-828 7.5kW (installed backup) Constant Current Regulator - each
Item L-100-5.3	L-828 7.5kW (Taxiway A) Constant Current Regulator– each
Item L-100-5.4	Circuit selector switches for connection of installed backup regulator as shown on plans – lump sum
Item L-100-5.5	Load Center with All Associated Circuit Breakers – lump sum
Item L-100-5.6	Safety Switches and Disconnecting Means– each
Item L-100-5.7	General Electrical Removal – lump sum

END OF ITEM L-100

Item L-108 Underground Power Cable for Airports

DESCRIPTION

108-1.1 This item shall consist of furnishing and installing power cables within conduit or duct banks per these specifications at the locations shown on the plans. Also included are the installation of counterpoise wires, ground wires, ground rods and connections, cable splicing, cable marking, cable testing, and all incidentals necessary to place the cable in operating condition as a completed unit to the satisfaction of the RPR. This item shall not include the installation of duct banks or conduit, trenching and backfilling for duct banks or conduit, or furnishing or installation of cable for FAA owned/operated facilities.

EQUIPMENT AND MATERIALS

108-2.1 General.

a. Airport lighting equipment and materials covered by advisory circulars (AC) shall be approved under the Airport Lighting Equipment Certification Program per AC 150/5345-53, current version.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when requested by the RPR.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format. The RPR reserves the right to reject any and all equipment, materials, or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. The Contractor shall maintain a minimum insulation resistance in accordance with paragraph 108-3.10e with isolation transformers connected in new circuits and new segments of existing circuits through the end of the contract warranty period when tested in

accordance with AC 150/5340-26, *Maintenance Airport Visual Aid Facilities*, paragraph 5.1.3.1, Insulation Resistance Test.

108-2.2 Cable. Underground cable for airfield lighting facilities (runway and taxiway lights and signs) shall conform to the requirements of AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits latest edition. Conductors for use on 6.6 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #8 American wire gauge (AWG), L-824 Type C, 5,000 volts, non-shielded, with cross-linked polyethylene insulation. L-824 conductors for use on the L-830 secondary of airfield lighting series circuits shall be sized in accordance with the manufacturer's recommendations. All other conductors shall comply with FAA and National Electric Code (NEC) requirements. Conductor sizes noted above shall not apply to leads furnished by manufacturers on airfield lighting transformers and fixtures.

Wire for electrical circuits up to 600 volts shall comply with Specification L-824 and/or Commercial Item Description A-A-59544A and shall be type THWN-2 or type XHHW-2, 90°C for installation in conduit. Conductors for parallel (voltage) circuits shall be type and size and installed in accordance with NFPA-70, National Electrical Code.

Unless noted otherwise, all 600-volt and less non-airfield lighting conductor sizes are based on a 75°C, THWN-2, 600-volt insulation, copper conductors, not more than three single insulated conductors, in raceway. The conduit/duct sizes are based on the use of THW-2, 600-volt insulated conductors. The Contractor shall make the necessary increase in conduit/duct sizes for other types of wire insulation. In no case shall the conduit/duct size be reduced. The minimum power circuit wire size shall be #12 AWG.

Conductor sizes may have been adjusted due to voltage drop or other engineering considerations. Equipment provided by the Contractor shall be capable of accepting the quantity and sizes of conductors shown in the Contract Documents. All conductors, pigtails, cable step-down adapters, cable step-up adapters, terminal blocks and splicing materials necessary to complete the cable termination/splice shall be considered incidental to the respective pay items provided.

Cable type, size, number of conductors, strand and service voltage shall be as specified in the Contract Document.

108-2.3 Bare copper wire (counterpoise, bare copper wire ground and ground rods). Wire for counterpoise or ground installations for airfield lighting systems shall be No. 6 AWG bare solid copper wire for counterpoise and/or No. 6 AWG insulated stranded for grounding bond wire per ASTM B3 and ASTM B8, and shall be bare copper wire. For voltage powered circuits, the equipment grounding conductor shall comply with NEC Article 250.

Ground rods shall be copper-clad steel. The ground rods shall be of the length and diameter specified on the plans, but in no case be less than 10 feet long and 5/8 inch in diameter.

108-2.4 Cable connections. In-line connections or splices of underground primary cables shall be of the type called for on the plans, and shall be one of the types listed below. No separate payment will be made for cable connections.

a. The cast splice. A cast splice, employing a plastic mold and using epoxy resin equivalent to that manufactured by 3M™ Company, "Scotchcast" Kit No. 82-B, or an approved equivalent, used for potting the splice is acceptable.

b. The field-attached plug-in splice. Field attached plug-in splices shall be installed as shown on the plans. The Contractor shall determine the outside diameter of the cable to be spliced and furnish appropriately sized connector kits and/or adapters. Tape or heat shrink tubing with integral sealant shall be in accordance with the manufacturer's requirements. Primary Connector Kits manufactured by Amerace, "Super Kit", Integro "Complete Kit", or approved equal is acceptable.

c. The factory-molded plug-in splice. Specification for L-823 Connectors, Factory-Molded to Individual Conductors, is acceptable.

d. The taped or heat-shrink splice. Taped splices employing field-applied rubber, or synthetic rubber tape covered with plastic tape is acceptable. The rubber tape should meet the requirements of ASTM D4388 and the plastic tape should comply with Military Specification MIL-I-24391 or Commercial Item Description A-A-55809. Heat shrinkable tubing shall be heavy-wall, self-sealing tubing rated for the voltage of the wire being spliced and suitable for direct-buried installations. The tubing shall be factory coated with a thermoplastic adhesive-sealant that will adhere to the insulation of the wire being spliced forming a moisture- and dirt-proof seal. Additionally, heat shrinkable tubing for multi-conductor cables, shielded cables, and armored cables shall be factory kits that are designed for the application. Heat shrinkable tubing and tubing kits shall be manufactured by Tyco Electronics/ Raychem Corporation, Energy Division, or approved equivalent.

In all the above cases, connections of cable conductors shall be made using crimp connectors using a crimping tool designed to make a complete crimp before the tool can be removed. All L-823/L-824 splices and terminations shall be made per the manufacturer's recommendations and listings.

All connections of counterpoise, grounding conductors and ground rods shall be made by the exothermic process or approved equivalent, except that a light base ground clamp connector shall be used for attachment to the light base. All exothermic connections shall be made per the manufacturer's recommendations and listings.

108-2.5 Splicer qualifications. Every airfield lighting cable splicer shall be qualified in making airport cable splices and terminations on cables rated at or above 5,000 volts AC. The Contractor shall submit to the RPR proof of the qualifications of each proposed cable splicer for the airport cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.

108-2.6 Concrete. Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

108-2.7 Flowable backfill. Flowable material used to backfill trenches for power cable trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.

108-2.8 Cable identification tags. Cable identification tags shall be made from a non-corrosive material with the circuit identification stamped or etched onto the tag. The tags shall be of the type as detailed on the plans.

108-2.9 Tape. Electrical tapes shall be Scotch™ Electrical Tapes –Scotch™ 88 (1-1/2 inch (38 mm) wide) and Scotch™ 130C® linerless rubber splicing tape (2-inch (50 mm) wide), as manufactured by the Minnesota Mining and Manufacturing Company (3M™), or an approved equivalent.

108-2.10 Electrical coating. Electrical coating shall be Scotchkote™ as manufactured by 3M™, or an approved equivalent.

108-2.11 Existing circuits. Whenever the scope of work requires connection to an existing circuit, the existing circuit's insulation resistance shall be tested, in the presence of the RPR. The test shall be performed per this item and prior to any activity that will affect the respective circuit. The Contractor shall record the results on forms acceptable to the RPR. When the work affecting the circuit is complete, the circuit's insulation resistance shall be checked again, in the presence of the RPR. The Contractor shall record the results on forms acceptable to the RPR. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the existing circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. All test results shall be submitted in the Operation and Maintenance (O&M) Manual.

108-2.12 Detectable warning tape. Plastic, detectable, American Public Works Association (APWA) Red (electrical power lines, cables, conduit and lighting cable) with continuous legend tape shall be polyethylene film with a metalized foil core and shall be 3-6 inches (75-150 mm) wide. Detectable tape is incidental to the respective bid item. Detectable warning tape for communication cables shall be orange. Detectable warning tape color code shall comply with the APWA Uniform Color Code.

CONSTRUCTION METHODS

108-3.1 General. The Contractor shall install the specified cable at the approximate locations indicated on the plans. Unless otherwise shown on the plans, all cable required to cross under pavements expected to carry aircraft loads shall be installed in concrete encased duct banks. Cable shall be run without splices, from fixture to fixture.

Cable connections between lights will be permitted only at the light locations for connecting the underground cable to the primary leads of the individual isolation transformers. The Contractor shall be responsible for providing cable in continuous lengths for home runs or other long cable runs without connections unless otherwise authorized in writing by the RPR or shown on the plans.

In addition to connectors being installed at individual isolation transformers, L-823 cable connectors for maintenance and test points shall be installed at locations shown on the plans. Cable circuit identification markers shall be installed on both sides of the L-823 connectors installed and on both sides of slack loops where a future connector would be installed.

Provide not less than 3 feet (1 m) of cable slack on each side of all connections, isolation transformers, light units, and at points where cable is connected to field equipment. Where provisions must be made for testing or for future above grade connections, provide enough slack to allow the cable to be extended at least one foot (30 cm) vertically above the top of the access structure. This requirement also applies where primary cable passes through empty light bases, junction boxes, and access structures to allow for future connections, or as designated by the RPR.

Primary airfield lighting cables installed shall have cable circuit identification markers attached on both sides of each L-823 connector and on each airport lighting cable entering or leaving cable access points, such as manholes, hand holes, pull boxes, junction boxes, etc. Markers shall be of sufficient length for imprinting the cable circuit identification legend on one line, using letters not less than 1/4 inch (6 mm) in size. The cable circuit identification shall match the circuits noted on the construction plans.

108-3.2 Installation in duct banks or conduits. This item includes the installation of the cable in duct banks or conduit per the following paragraphs. The maximum number and voltage ratings of cables installed in each single duct or conduit, and the current-carrying capacity of each cable shall be per the latest version of the National Electric Code, or the code of the local agency or authority having jurisdiction.

The Contractor shall make no connections or splices of any kind in cables installed in conduits or duct banks.

Unless otherwise designated in the plans, where ducts are in tiers, use the lowest ducts to receive the cable first, with spare ducts left in the upper levels. Check duct routes prior to construction to obtain assurance that the shortest routes are selected and that any potential interference is avoided.

Duct banks or conduits shall be installed as a separate item per Item L-110, Airport Underground Electrical Duct Banks and Conduit. The Contractor shall run a mandrel through duct banks or conduit prior to installation of cable to ensure that the duct bank or conduit is open, continuous and clear of debris. The mandrel size shall be compatible with the conduit size. The Contractor shall swab out all conduits/ducts and clean light bases, manholes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed, the light bases and all accessible points of entry to the duct/conduit system shall be

kept closed except when installing cables. Cleaning of ducts, light bases, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be re-cleaned at the Contractor's expense. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

The cable shall be installed in a manner that prevents harmful stretching of the conductor, damage to the insulation, or damage to the outer protective covering. The ends of all cables shall be sealed with moisture-seal tape providing moisture-tight mechanical protection with minimum bulk, or alternately, heat shrinkable tubing before pulling into the conduit and it shall be left sealed until connections are made. Where more than one cable is to be installed in a conduit, all cable shall be pulled in the conduit at the same time. The pulling of a cable through duct banks or conduits may be accomplished by hand winch or power winch with the use of cable grips or pulling eyes. Maximum pulling tensions shall not exceed the cable manufacturer's recommendations. A non-hardening cable-pulling lubricant recommended for the type of cable being installed shall be used where required.

The Contractor shall submit the recommended pulling tension values to the RPR prior to any cable installation. If required by the RPR, pulling tension values for cable pulls shall be monitored by a dynamometer in the presence of the RPR. Cable pull tensions shall be recorded by the Contractor and reviewed by the RPR. Cables exceeding the maximum allowable pulling tension values shall be removed and replaced by the Contractor at the Contractor's expense.

The manufacturer's minimum bend radius or NEC requirements (whichever is more restrictive) shall apply. Cable installation, handling and storage shall be per manufacturer's recommendations. During cold weather, particular attention shall be paid to the manufacturer's minimum installation temperature. Cable shall not be installed when the temperature is at or below the manufacturer's minimum installation temperature. At the Contractor's option, the Contractor may submit a plan, for review by the RPR, for heated storage of the cable and maintenance of an acceptable cable temperature during installation when temperatures are below the manufacturer's minimum cable installation temperature.

Cable shall not be dragged across base can or manhole edges, pavement or earth. When cable must be coiled, lay cable out on a canvas tarp or use other appropriate means to prevent abrasion to the cable jacket.

108-3.3 Installation of direct-buried cable in trenches. Unless otherwise specified, the Contractor shall not use a cable plow for installing the cable. Cable shall be unreeled uniformly in place alongside or in the trench and shall be carefully placed along the bottom of the trench. The cable shall not be unreeled and pulled into the trench from one end. Slack cable sufficient to provide strain relief shall be placed in the trench in a series of S curves. Sharp bends or kinks in the cable shall not be permitted.

Where cables must cross over each other, a minimum of 3 inches (75 mm) vertical displacement shall be provided with the topmost cable depth at or below the minimum required depth below finished grade.

a. Trenching. Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored. Trenches for cables may be excavated manually or with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of surface is disturbed. Graders shall not be used to excavate the trench with their blades. The bottom surface of trenches shall be essentially smooth and free from coarse aggregate. Unless otherwise specified or shown in the plans, cable trenches shall be excavated to a minimum depth of 18 inches (0.5 m) below finished grade per NEC Table 300.5, except as follows:

- When off the airport or crossing under a roadway or driveway, the minimum depth shall be 36 inches (91 cm) unless otherwise specified.
- Minimum cable depth when crossing under a railroad track, shall be 42 inches (1 m) unless otherwise specified.

The Contractor shall excavate all cable trenches to a width not less than 6 inches (150 mm). Unless otherwise specified on the plans, all cables in the same location and running in the same general direction shall be installed in the same trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 inches (75 mm) below the required cable depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch (6.3 mm) sieve. Flowable backfill material may alternatively be used.

Duct bank or conduit markers temporarily removed for trench excavations shall be replaced as required.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

(1) Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred.

(2) Trenching, etc., in cable areas shall then proceed, with approval of the RPR, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair or replacement.

b. Backfilling. After the cable has been installed, the trench shall be backfilled. The first layer of backfill in the trench shall encompass all cables; be 3 inches (75 mm) deep, loose measurement; and shall be either earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch (6.3 mm) sieve. This layer shall not be compacted. The second layer shall be 5 inches (125 mm) deep, loose measurement, and shall contain no particles that would be retained on a one inch (25.0 mm) sieve. The remaining third and subsequent layers of backfill shall not exceed 8 inches (20 cm) of loose measurement and be excavated or imported material and shall not contain stone or aggregate larger than 4 inches (100 mm) maximum diameter.

The second and subsequent layers shall be thoroughly tamped and compacted to at least the density of the adjacent material. If the cable is to be installed in locations or areas where other compaction requirements are specified (under pavements, embankments, etc.) the backfill compaction shall be to a minimum of 100 percent of ASTM D698.

Trenches shall not contain pools of water during backfilling operations. The trench shall be completely backfilled and tamped level with the adjacent surface, except that when turf is to be established over the trench, the backfilling shall be stopped at an appropriate depth consistent with the type of turfing operation to be accommodated. A proper allowance for settlement shall also be provided. Any excess excavated material shall be removed and disposed of per the plans and specifications.

Underground electrical warning (caution) tape shall be installed in the trench above all direct-buried cable. Contractor shall submit a sample of the proposed warning tape for acceptance by the RPR. If not shown on the plans, the warning tape shall be located 6 inches (150 mm) above the direct-buried cable or the counterpoise wire if present. A 3-6 inch (75 - 150 mm) wide polyethylene film detectable tape, with a metalized foil core, shall be installed above all direct buried cable or counterpoise. The tape shall be of the color and have a continuous legend as indicated on the plans. The tape shall be installed 8 inches (200 mm) minimum below finished grade.

c. Restoration. Following restoration of all trenching near airport movement surfaces, the Contractor shall visually inspect the area for foreign object debris (FOD) and remove any that is found. Where soil

and sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by work shall be restored to its original condition. The restoration shall include the topsoiling, fertilizing, seeding, and mulching in accordance with spec item T-901. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. When trenching is through paved areas, restoration shall be equal to existing conditions. If the cable is to be installed in locations or areas where other compaction requirements are specified (under pavements, embankments, etc.) the backfill compaction shall be to a minimum of 100 percent of ASTM D698. . Restoration shall be considered incidental to the pay item of which it is a component part.

108-3.4 Cable markers for direct-buried cable. The location of direct buried circuits shall be marked by a concrete slab marker, 2 feet (60 cm) square and 4-6 inch (10 - 15 cm) thick, extending approximately one inch (25 mm) above the surface. Each cable run from a line of lights and signs to the equipment vault shall be marked at approximately every 200 feet (61 m) along the cable run, with an additional marker at each change of direction of cable run. All other direct-buried cable shall be marked in the same manner. Cable markers shall be installed directly above the cable. The Contractor shall impress the word "CABLE" and directional arrows on each cable marking slab. The letters shall be approximately 4 inches (100 mm) high and 3 inches (75 mm) wide, with width of stroke 1/2 inch (12 mm) and 1/4 inch (6 mm) deep. Stencils shall be used for cable marker lettering; no hand lettering shall be permitted.

At the location of each underground cable connection/splice, except at lighting units, or isolation transformers, a concrete marker slab shall be installed to mark the location of the connection/splice. The Contractor shall impress the word "SPLICE" on each slab. The Contractor also shall impress additional circuit identification symbols on each slab as directed by the RPR. All cable markers and splice markers shall be painted international orange. Paint shall be specifically manufactured for uncured exterior concrete. After placement, all cable or splice markers shall be given one coat of high-visibility aviation orange paint as approved by the RPR. Furnishing and installation of cable markers is incidental to the respective cable pay item.

108-3.5 Splicing. Connections of the type shown on the plans shall be made by experienced personnel regularly engaged in this type of work and shall be made as follows:

a. Cast splices. These shall be made by using crimp connectors for jointing conductors. Molds shall be assembled, and the compound shall be mixed and poured per the manufacturer's instructions and to the satisfaction of the RPR.

b. Field-attached plug-in splices. These shall be assembled per the manufacturer's instructions. These splices shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by one of the following methods: (1) wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (38 mm) on each side of the joint (2) Covered with heat shrinkable tubing with integral sealant extending at least 1-1/2 inches (38 mm) on each side of the joint or (3) On connector kits equipped with water seal flap; roll-over water seal flap to sealing position on mating connector.

c. Factory-molded plug-in splices. These shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by one of the following methods: (1) Wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (38 mm) on each side of the joint. (2) Covered with heat shrinkable tubing with integral sealant extending at least 1-1/2 inches (38 mm) on each side of the joint. or (3) On connector kits so equipped with water seal flap; roll-over water seal flap to sealing position on mating connector.

d. Taped or heat-shrink splices. A taped splice shall be made in the following manner:
Bring the cables to their final position and cut so that the conductors will butt. Remove insulation and jacket allowing for bare conductor of proper length to fit compression sleeve connector with 1/4 inch (6

mm) of bare conductor on each side of the connector. Prior to splicing, the two ends of the cable insulation shall be penciled using a tool designed specifically for this purpose and for cable size and type. Do not use emery paper on splicing operation since it contains metallic particles. The copper conductors shall be thoroughly cleaned. Join the conductors by inserting them equidistant into the compression connection sleeve. Crimp conductors firmly in place with crimping tool that requires a complete crimp before tool can be removed. Test the crimped connection by pulling on the cable. Scrape the insulation to assure that the entire surface over which the tape will be applied (plus 3 inches (75 mm) on each end) is clean. After scraping, wipe the entire area with a clean lint-free cloth. Do not use solvents.

Apply high-voltage rubber tape one-half lapped over bare conductor. This tape should be tensioned as recommended by the manufacturer. Voids in the connector area may be eliminated by highly elongating the tape, stretching it just short of its breaking point. The manufacturer's recommendation for stretching tape during splicing shall be followed. Always attempt to exactly half-lap to produce a uniform buildup. Continue buildup to 1-1/2 times cable diameter over the body of the splice with ends tapered a distance of approximately one inch (25 mm) over the original jacket. Cover rubber tape with two layers of vinyl pressure-sensitive tape one-half lapped. Do not use glyptol or lacquer over vinyl tape as they react as solvents to the tape. No further cable covering or splice boxes are required.

Heat shrinkable tubing shall be installed following manufacturer's instructions. Direct flame heating shall not be permitted unless recommended by the manufacturer. Cable surfaces within the limits of the heat-shrink application shall be clean and free of contaminants prior to application.

e. Assembly. Surfaces of equipment or conductors being terminated or connected shall be prepared in accordance with industry standard practice and manufacturer's recommendations. All surfaces to be connected shall be thoroughly cleaned to remove all dirt, grease, oxides, nonconductive films, or other foreign material. Paints and other nonconductive coatings shall be removed to expose base metal. Clean all surfaces at least 1/4 inch (6.4 mm) beyond all sides of the larger bonded area on all mating surfaces. Use a joint compound suitable for the materials used in the connection. Repair painted/coated surface to original condition after completing the connection.

108-3.6 Bare counterpoise wire installation for lightning protection and grounding. If shown on the plans or included in the job specifications, bare solid #6 AWG copper counterpoise wire shall be installed for lightning protection of the underground cables. The RPR shall select one of two methods of lightning protection for the airfield lighting circuit based upon sound engineering practice and lightning strike density.

a. Equipotential. The counterpoise size is as shown on the plans. The equipotential method is applicable to all airfield lighting systems; i.e. runway, taxiway, apron – touchdown zone, centerline, edge, threshold and approach lighting systems. The equipotential method is also successfully applied to provide lightning protection for power, signal and communication systems. The light bases, counterpoise, etc – all components - are bonded together and bonded to the vault power system ground loop/electrode.

Counterpoise wire shall be installed in the same trench for the entire length of buried cable, conduits and duct banks that are installed to contain airfield cables. The counterpoise is centered over the cable/conduit/duct to be protected.

The counterpoise conductor shall be installed no less than 8 inches (200 mm) minimum or 12 inches (300 mm) maximum above the raceway or cable to be protected, except as permitted below:

(1) The minimum counterpoise conductor height above the raceway or cable to be protected shall be permitted to be adjusted subject to coordination with the airfield lighting and pavement designs.

(2) The counterpoise conductor height above the protected raceway(s) or cable(s) shall be calculated to ensure that the raceway or cable is within a 45-degree area of protection, (45 degrees on each side of vertical creating a 90 degree angle).

The counterpoise conductor shall be bonded to each metallic light base, mounting stake, and metallic airfield lighting component.

All metallic airfield lighting components in the field circuit on the output side of the constant current regulator (CCR) or other power source shall be bonded to the airfield lighting counterpoise system.

All components rise and fall at the same potential; with no potential difference, no damaging arcing and no damaging current flow.

See AC 150/5340-30, Design and Installation Details for Airport Visual Aids and NFPA 780, Standard for the Installation of Lightning Protection Systems, Chapter 11, for a detailed description of the Equipotential Method of lightning protection.

Reference FAA STD-019E, Lightning and Surge Protection, Grounding Bonding and Shielding Requirements for Facilities and Electronic Equipment, Part 4.1.1.7.

b. Isolation. Counterpoise size is as shown on the plans. The isolation method is an alternate method for use only with edge lights installed in turf and stabilized soils and raceways installed parallel to and adjacent to the edge of the pavement. NFPA 780 uses 15 feet to define “adjacent to”.

The counterpoise conductor shall be installed halfway between the pavement edge and the light base, mounting stake, raceway, or cable being protected.

The counterpoise conductor shall be installed 8 inches (203 mm) minimum below grade. The counterpoise is not connected to the light base or mounting stake. An additional grounding electrode is required at each light base or mounting stake. The grounding electrode is bonded to the light base or mounting stake with a 6 AWG solid copper conductor.

See AC 150/5340-30, Design and Installation Details for Airport Visual Aids and NFPA 780, Standard for the Installation of Lightning Protection Systems, Chapter 11, for a detailed description of the Isolation Method of lightning protection.

c. Common Installation requirements. When a metallic light base is used, the grounding electrode shall be bonded to the metallic light base or mounting stake with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor.

Grounding electrodes may be rods, ground dissipation plates, radials, or other electrodes listed in the NFPA 70 (NEC) or NFPA 780.

Where raceway is installed by the directional bore, jack and bore, or other drilling method, the counterpoise conductor shall be permitted to be installed concurrently with the directional bore, jack and bore, or other drilling method raceway, external to the raceway or sleeve.

The counterpoise wire shall also be exothermically welded to ground rods installed as shown on the plans but not more than 500 feet (150 m) apart around the entire circuit. The counterpoise system shall be continuous and terminate at the transformer vault or at the power source. It shall be securely attached to the vault or equipment external ground ring or other made electrode-grounding system. The connections shall be made as shown on the plans and in the specifications.

Where an existing airfield lighting system is being extended or modified, the new counterpoise conductors shall be interconnected to existing counterpoise conductors at each intersection of the new and existing airfield lighting counterpoise systems.

d. Parallel Voltage Systems. Provide grounding and bonding in accordance with NFPA 70, National Electrical Code.

108-3.7 Counterpoise installation above multiple conduits and duct banks. Counterpoise wires shall be installed above multiple conduits/duct banks for airfield lighting cables, with the intent being to provide a complete area of protection over the airfield lighting cables. When multiple conduits and/or

duct banks for airfield cable are installed in the same trench, the number and location of counterpoise wires above the conduits shall be adequate to provide a complete area of protection measured 45 degrees each side of vertical.

Where duct banks pass under pavement to be constructed in the project, the counterpoise shall be placed above the duct bank. Reference details on the construction plans.

108-3.8 Counterpoise installation at existing duct banks. When airfield lighting cables are indicated on the plans to be routed through existing duct banks, the new counterpoise wiring shall be terminated at ground rods at each end of the existing duct bank where the cables being protected enter and exit the duct bank. The new counterpoise conductor shall be bonded to the existing counterpoise system.

108-3.9 Exothermic bonding. Bonding of counterpoise wire shall be by the exothermic welding process or equivalent method accepted by the RPR. Only personnel experienced in and regularly engaged in this type of work shall make these connections.

Contractor shall demonstrate to the satisfaction of the RPR, the welding kits, materials and procedures to be used for welded connections prior to any installations in the field. The installations shall comply with the manufacturer's recommendations and the following:

- a. All slag shall be removed from welds.
- b. Using an exothermic weld to bond the counterpoise to a lug on a galvanized light base is not recommended unless the base has been specially modified. Consult the manufacturer's installation directions for proper methods of bonding copper wire to the light base. See AC 150/5340-30 for galvanized light base exception.
- c. If called for in the plans, all buried copper and weld material at weld connections shall be thoroughly coated with 6 mm of 3M™ Scotchkote™, or approved equivalent, or coated with coal tar Bitumastic® material to prevent surface exposure to corrosive soil or moisture.

108-3.10 Testing. The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits before and after installation. The Contractor shall perform all tests in the presence of the RPR. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the RPR. All costs for testing are incidental to the respective item being tested. For phased projects, the tests must be completed by phase. The Contractor must maintain the test results throughout the entire project as well as during the warranty period that meet the following:

- a. Earth resistance testing methods shall be submitted to the RPR for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the RPR. All such testing shall be at the sole expense of the Contractor.
- b. Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter. The conductors shall be isolated such that no parallel path exists and tested for continuity. The RPR shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

After installation, the Contractor shall test and demonstrate to the satisfaction of the RPR the following:

- c. That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.
- d. That all affected circuits (existing and new) are free from unspecified grounds.

e. That the insulation resistance to ground of all new non-grounded high voltage series circuits or cable segments is not less than 25 megohms. Verify continuity of all series airfield lighting circuits prior to energization.

f. That the insulation resistance to ground of all new non-grounded conductors of new multiple circuits or circuit segments is not less than 100 megohms.

g. That all affected circuits (existing and new) are properly connected per applicable wiring diagrams.

h. That all affected circuits (existing and new) are operable. Tests shall be conducted that include operating each control not less than 10 times and the continuous operation of each lighting and power circuit for not less than 1/2 hour.

i. That the impedance to ground of each ground rod does not exceed 25 ohms prior to establishing connections to other ground electrodes. The fall-of-potential ground impedance test shall be used, as described by American National Standards Institute/Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81, to verify this requirement. As an alternate, clamp-on style ground impedance test meters may be used to satisfy the impedance testing requirement. Test equipment and its calibration sheets shall be submitted for review and approval by the RPR prior to performing the testing.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the RPR. Where connecting new cable to existing cable, insulation resistance tests shall be performed on the new cable prior to connection to the existing circuit.

There are no approved "repair" procedures for items that have failed testing other than complete replacement.

METHOD OF MEASUREMENT

108-4.1 The cost of all mandrelling of existing conduit, excavation, backfill, material testing, dewatering and restoration regardless of the type of material encountered shall be included in the unit price bid for the work.

108-4.2 Cable or counterpoise wire installed in trench, duct bank or conduit shall be measured by the number of linear feet installed and grounding connectors, and trench marking tape ready for operation, and accepted as satisfactory. Separate measurement shall be made for each cable or counterpoise wire installed in trench, duct bank or conduit. The measurement for this item shall not include additional quantities required for slack.

108-4.3 No separate payment will be made for ground rods.

BASIS OF PAYMENT

108-5.1 Payment will be made at the contract unit price for trenching, cable and bare counterpoise wire installed in trench (direct-buried), or cable and equipment ground installed in duct bank or conduit, in place by the Contractor and accepted by the RPR. This price shall be full compensation for furnishing all materials and for all preparation and installation of these materials, materials testing, and for all labor, equipment, tools, and incidentals, including mandrelling of existing conduit, ground rods and ground connectors and trench marking tape, necessary to complete this item.

Payment will be made under:

Item L-108-5.1	No. 8 AWG, 5 kV L-824, Type C Cable, Installed in Conduit - per liner foot
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Item L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed - in Trench-, -Above the Duct Bank or Conduit, Including Connections/Terminations - per linear foot
Item L-108-5.3	No. 12 AWG, THWN-2 or XHHW-2 Insulated, Stranded Cable, Installed in Conduit – per linear foot.
Item L-108-5.4	No. 10 AWG, THWN-2 Ground Cable, Installed in Conduit - per linear foot
Item L-108-5.5	No. 8 AWG, THWN-2 Cable, Installed in Conduit - per linear foot
Item L-108-5.6	No. 6 AWG, THWN-2 or XHHW-2 Insulated, Stranded Cable, Installed in Conduit – per linear foot
Item L-108-5.7	No. 4 AWG, THWN-2 or XHHW-2 Insulated, Stranded Equipment Grounding Cable, Installed in Conduit – per linear foot
Item L-108-5.8	No. 4/0 AWG, THWN-2 or XHHW-2 Insulated, Stranded Cable, Installed in Conduit – per linear foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-53	Airport Lighting Equipment Certification Program

Commercial Item Description

A-A-59544A	Cable and Wire, Electrical (Power, Fixed Installation)
A-A-55809	Insulation Tape, Electrical, Pressure-Sensitive Adhesive, Plastic

ASTM International (ASTM)

ASTM B3	Standard Specification for Soft or Annealed Copper Wire
ASTM B8	Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
ASTM B33	Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes
ASTM D4388	Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes

Mil Spec

MIL-PRF-23586F	Performance Specification: Sealing Compound (with Accelerator), Silicone Rubber, Electrical
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MIL-I-24391	Insulation Tape, Electrical, Plastic, Pressure Sensitive
National Fire Protection Association (NFPA)	
NFPA-70	National Electrical Code (NEC)
NFPA-780	Standard for the Installation of Lightning Protection Systems
American National Standards Institute (ANSI)/Institute of Electrical and Electronics Engineers (IEEE)	
ANSI/IEEE STD 81	IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System
Federal Aviation Administration Standard	
FAA STD-019E	Lightning and Surge Protection, Grounding Bonding and Shielding Requirements for Facilities and Electronic Equipment

END OF ITEM L-108

Item L-109 Airport Transformer Vault and Vault Equipment

DESCRIPTION

109-1.1 This item shall consist of removing equipment from an existing airport transformer vault. Included as a separate item where an existing vault is to be used shall be the furnishing of all vault equipment, wiring, electrical buses, cable, conduit, and grounding systems. This work shall also include the painting of equipment and conduit; the marking and labeling of equipment and the labeling or tagging of wires; the testing of the installation; and the furnishing of all incidentals necessary to place it in operating condition as a completed unit to the satisfaction of the RPR.

EQUIPMENT AND MATERIALS

109-2.1 General.

a. Airport lighting equipment and materials covered by advisory circulars (AC) shall be certified in AC 150/5345-53, Airport Lighting Equipment Certification Program (ALECP) and listed in the ALECP Addendum.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be provided in electronic pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

EQUIPMENT VAULT

109-3.6 Rigid steel conduit. Rigid steel conduit and fittings shall be per Underwriters Laboratories Standards 6 and 514B.

109-3.7 Lighting. Vault or metal-housing light fixtures shall be of a vapor-proof type.

109-3.8 Outlets. Convenience outlets shall be heavy-duty duplex units designed for industrial service.

109-3.9 Switches. Vault or metal-housing light switches shall be single-pole switches.

109-3.10 Paint.

a. Priming paint for non-galvanized metal surfaces shall be a high solids alkyd primer compatible with the manufacturer's recommendations for the intermediate or topcoat.

d. Paint for the floor, ceiling, and inside walls shall be per Porter Paint Company 69, 71, and 79 or equivalent. Walls and ceiling shall be light gray and the floor shall be medium gray.

109-3.11 Ground bus. Ground bus shall be 1/8 × 3/4 inch (3 × 19 mm) minimum copper bus bar.

109-3.12 Square duct. Duct shall be square similar to that manufactured by the Square D Company (or equivalent), or the Trumbull Electric Manufacturing Company (or equivalent). The entire front of the duct on each section shall consist of hinged or removable cover for ready access to the interior. The cross-section of the duct shall be not less than 4 × 4 inch (100 × 100 mm) except where otherwise shown in the plans.

109-3.13 Ground rods. Ground rods shall be in accordance with Item L-108.

109-3.15 FAA-approved equipment. Certain items of airport lighting equipment installed in vaults are covered by individual ACs listed below:

AC 150/5345-3	Specification for L-821, Panels for Remote Control of Airport Lighting
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-10	Specification for Constant Current Regulators and Regulator Monitors
AC 150/5345-13	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits.
AC 150/5345-49	Specification for L-854, Radio Control Equipment

109-3.16 Other electrical equipment. Distribution transformers, oil switches, cutouts, relays, terminal blocks, transfer relays, circuit breakers, and all other regularly used commercial items of electrical equipment not covered by FAA equipment specifications and ACs shall conform to the applicable rulings and standards of the Institute of Electrical and Electronic Engineers (IEEE) or the National Electrical Manufacturers Association (NEMA). When specified, test reports from a testing laboratory indicating that the equipment meets the specifications shall be supplied. In all cases, equipment shall be new and a first-grade product. This equipment shall be supplied in the quantities required for the specific project and shall incorporate the electrical and mechanical characteristics specified in the proposal and plans. Equipment selected and installed by the Contractor shall maintain the interrupting current rating of the existing systems or specified rating whichever is greater.

109-3.17 Wire. Wire (in conduit) rated up to 5,000 volts shall be per AC 150/5345-7, Specification for L-824 Underground Electrical Cables for Airport Lighting Circuits. For ratings up to 600 volts, moisture and heat resistant thermoplastic wire conforming to Commercial Item Description A-A-59544A Type

THWN-2 or type XHHW-2 shall be used. The wires shall be of the type, size, number of conductors, and voltage shown in the plans or in the proposal.

a. Control circuits. Unless otherwise indicated on the plans, wire shall be not less than No. 12 American wire gauge (AWG) and shall be insulated for 600 volts. If telephone control cable is specified, No. 19 AWG telephone cable per ANSI/Insulated Cable Engineers Association (ICEA) S-85-625 specifications shall be used.

b. Power circuits.

(1) 600 volts maximum – Wire shall be No. 12 AWG or larger and insulated for at least 600 volts.

(3) Over 3,000 volts-Wire shall be No. 8 AWG or larger and insulated for at least the circuit voltage.

109-3.18 Short circuit / coordination / device evaluation / arc flash analysis. The Contractor shall, based upon the equipment provided, include as a part of the submittal process the electrical system “Arc Flash Analysis”. The analysis shall be performed by the equipment manufacturer and submitted in a written report. The analysis shall be signed and sealed by a registered professional Engineer from the state in which the project is located. The analysis shall comply with NFPA-70E and IEEE 1584.

The analysis will include: one line diagrams, short circuit analysis, coordination analysis, equipment evaluation, arc flash analysis and arc flash labels containing at a minimum, equipment name, voltage/current rating, available incident energy and flash protection boundary.

The selected firms field service Engineer shall perform data gathering for analysis completion and device settings, perform device setting as recommended by the analysis and will furnish and install the arc flash labels. The components worst case incident energy will be considered the available arc flash energy at that specific point in the system. Submit three written copies and one electronic copy of the report.

CONSTRUCTION METHODS

INSTALLATION OF EQUIPMENT IN VAULT

109-5.1 General. The Contractor shall furnish, install, and connect all equipment, equipment accessories, conduit, cables, wires, buses, grounds, and support necessary to ensure a complete and operable electrical distribution center for the airport lighting system as specified herein and shown in the plans. When specified, an emergency power supply and transfer switch shall be provided and installed.

The equipment installation and mounting shall comply with the requirements of the National Electrical Code and local code agency having jurisdiction. All electrical work shall comply with the NEC and local code agency having jurisdiction including the separation of under 600V work from 5,000V work.”

109-5.2 Power supply equipment. Transformers, regulators, booster transformers, and other power supply equipment items shall be furnished and installed at the location shown in the plans or as directed by the RPR. The power supply equipment shall be set on steel “H” sections, “I” beams, channels, or concrete blocks to provide a minimum space of 1-1/2 inch (38 mm) between the equipment and the floor. The equipment shall be placed so as not to obstruct the oil-sampling plugs of the oil-filled units; and name-plates shall, so far as possible, not be obscured.

If specified in the plans and specifications, equipment for an alternate power source or an emergency power generator shall be furnished and installed. The alternate power supply installation shall include all equipment, accessories, an automatic changeover switch, and all necessary wiring and connections. The emergency power generator set shall be the size and type specified.

109-5.3 Panels. Relays, transfer switches, panels, panel boards, and other similar items shall be furnished and installed at the location shown in the plans or as directed by the RPR. Wall or ceiling mounted items shall be attached to the wall or ceiling with galvanized bolts of not less than 3/8-inch (9 mm) diameter engaging metal expansion shields or anchors in masonry or concrete vaults.

109-5.4 Duct and conduit. The Contractor shall furnish and install square-type exposed metallic ducts with hinged covers for the control circuits in the vault. These shall be mounted along the walls behind all floor-mounted equipment and immediately below all wall-mounted equipment. The hinged covers shall be placed to open from the front side with the hinges at the front bottom.

Wall brackets for square ducts shall be installed at all joints 2 feet (60 cm) or more apart with intermediate brackets as specified. Conduit shall be used between square ducts and equipment or between different items of equipment when the equipment is designed for conduit connection. When the equipment is not designed for conduit connection, conductors shall enter the square-type control duct through insulating bushings in the duct or on the conduit risers.

109-5.5 Wiring and connections. The Contractor shall make all necessary electrical connections in the vault per the wiring diagrams furnished and as directed by the RPR. In wiring to the terminal blocks, the Contractor shall leave sufficient extra length on each control lead to make future changes in connections at the terminal block. This shall be accomplished by running each control lead the longest way around the box to the proper terminal. Leads shall be neatly laced in place.

109-5.6 Marking and labeling. All equipment, control wires, terminal blocks, etc., shall be tagged, marked, or labeled as specified below:

a. Wire identification. The Contractor shall furnish and install self-sticking wire labels or identifying tags on all control wires at the point where they connect to the control equipment or to the terminal blocks. Wire labels, if used, shall be of the self-sticking preprinted type and of the manufacturer's recommended size for the wire involved. Identification -markings designated in the plans shall be followed. Tags, if used, shall be of fiber not less than 3/4 inch (19 mm) in diameter and not less than 1/32 inch (1 mm) thick. Identification markings designated in the plans shall be stamped on tags by means of small tool dies. Each tag shall be securely tied to the proper wire by a nonmetallic cord.

b. Labels. The Contractor shall stencil identifying labels on the cases of regulators, breakers, and distribution and control relay cases with white oil paint as designated by the RPR. The letters and numerals shall be not less than one inch (25 mm) in height and shall be of proportionate width. The Contractor shall also mark the correct circuit designations per the wiring diagram on the terminal marking strips, which are a part of each terminal block.

METHOD OF MEASUREMENT

109-6.3 The quantity of equipment to be paid for under this item shall consist of all equipment installed, connected and accepted as a complete unit ready for operation within an existing vault.

BASIS OF PAYMENT

109-7.1 Payment will be made at the contract unit price for each completed and accepted vault or prefabricated metal housing equipment installation. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item, are considered incidental to the pay items listed below.

Payment will be made under:

Item L-109-7.1	Miscellaneous Vault Equipment - Provide CCR grounding, power wiring from the electrical panelboard including conduit, conduit supports, L-854 Radio, L-821 lighting control panel and associated control wiring. – per Lump Sum
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REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-3	Specification for L-821, Panels for Remote Control of Airport Lighting
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-10	Specification for Constant Current Regulators and Regulator Monitors
AC 150/5345-13	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
AC 150/5345-49	Specification L-854, Radio Control Equipment;
AC 150/5345-53	Airport Lighting Equipment Certification Program

American National Standards Institute / Insulated Cable Engineers Association (ANSI/ICEA)

ANSI/ICEA S-85-625	Standard for Telecommunications Cable Aircore, Polyolefin Insulated, Copper Conductor Technical Requirements
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ASTM International (ASTM)

ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM C62	Standard Specification for Building Brick (Solid Masonry Units Made from Clay or Shale)
ASTM C90	Standard Specification for Loadbearing Concrete Masonry Units
ASTM D2823	Standard Specification for Asphalt Roof Coatings, Asbestos Containing
ASTM D4479	Standard Specification for Asphalt Roof Coatings – Asbestos-Free

Commercial Item Description (CID)

A-A 59544	Cable and Wire, Electrical (Power, Fixed Installation) Institute of Electrical and Electronic Engineers (IEEE)
IEEE 1584	Guide for Performing Arc-Flash Hazard Calculations

Master Painter's Institute (MPI)

MPI Reference #9	Alkyd, Exterior, Gloss (MPI Gloss Level 6)
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Underwriters Laboratories (UL)

UL Standard 6	Electrical Rigid Metal Conduit – Steel
UL Standard 514B	Conduit, Tubing, and Cable Fittings
UL Standard 514C	Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
UL Standard 651	Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
UL Standard 651A	Type EB and A Rigid PVC Conduit and HDPE Conduit

National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)
NFPA-70E	Standard for Electrical Safety in the Workplace
NFPA-780	Standard for the Installation of Lightning Protection Systems

END OF ITEM L-109

Item L-110 Airport Underground Electrical Duct Banks and Conduits

DESCRIPTION

110-1.1 This item shall consist of underground electrical conduits and duct banks (single or multiple conduits) installed per this specification at the locations and per the dimensions, designs, and details shown on the plans. This item shall include furnishing and installing of all underground electrical trenches and individual and multiple underground conduits. It shall also include all trenching, backfilling, removal, and restoration of any paved or turfed areas; concrete encasement, plugging of conduits, and the testing of the installation as a completed system ready for installation of cables per the plans and specifications. This item shall also include furnishing and installing conduits and all incidentals for providing positive drainage of the system. Verification of existing ducts is incidental to the pay items provided in this specification.

EQUIPMENT AND MATERIALS

110-2.1 General.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, that comply with these specifications, at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in project that accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes specified in this document.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

110-2.2 Steel conduit. Rigid galvanized steel (RGS) conduit and fittings shall be hot dipped galvanized inside and out and conform to the requirements of Underwriters Laboratories Standards 6, 514B, and 1242. All RGS conduits or RGS elbows installed below grade, in concrete, permanently wet locations or other similar environments shall be painted with a 10-mil thick coat of asphaltum sealer or shall have a factory-bonded polyvinyl chloride (PVC) cover. Any exposed galvanizing or steel shall be coated with 10 mils of asphaltum sealer. When using PVC coated RGS conduit, care shall be exercised not to damage the factory PVC coating. Damaged PVC coating shall be repaired per the manufacturer's written instructions. In lieu of PVC coated RGS, corrosion wrap tape shall be permitted to be used where RGS is in contact with direct earth."

110-2.3 Plastic conduit. Plastic conduit and fittings shall conform to the following requirements:

- UL 514B covers W-C-1094-Conduit fittings all types, classes 1 thru 3 and 6 thru 10.
- UL 514C covers W-C-1094- all types, Class 5 junction box and cover in plastic (PVC).
- UL 651 covers W-C-1094-Rigid PVC Conduit, types I and II, Class 4.
- UL 651A covers W-C-1094-Rigid PVC Conduit and high-density polyethylene (HDPE) Conduit type III and Class 4.

Underwriters Laboratories Standards UL-651 and Article 352 of the current National Electrical Code shall be one of the following, as shown on the plans:

a. Type I–Schedule 40 and Schedule 80 PVC suitable for underground use either direct-buried or encased in concrete.

b. Type II–Schedule 40 PVC suitable for either above ground or underground use.

c. Type III – Schedule 80 PVC suitable for either above ground or underground use either direct-buried or encased in concrete.

d. Type III –HDPE pipe, minimum standard dimensional ratio (SDR) 11, suitable for placement with directional boring under pavement.

The type of solvent cement shall be as recommended by the conduit/fitting manufacturer.

110-2.4 Split conduit. Split conduit shall be pre-manufactured for the intended purpose and shall be made of steel or plastic.

110-2.5 Conduit spacers. Conduit spacers shall be prefabricated interlocking units manufactured for the intended purpose. They shall be of double wall construction made of high grade, high density polyethylene complete with interlocking cap and base pads. They shall be designed to accept No. 4 reinforcing bars installed vertically.

110-2.6 Concrete. Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

110-2.7 Precast concrete structures. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another RPR approved third party certification program. Precast concrete structures shall conform to ASTM C478.

110-2.8 Flowable backfill. Flowable material used to back fill conduit and duct bank trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.

110-2.9 Detectable warning tape. Plastic, detectable, American Public Works Association (APWA) red (electrical power lines, cables, conduit and lighting cable), with continuous legend "CAUTION ELECTRIC LINES BELOW" magnetic tape shall be polyethylene film with a metallized foil core and shall be 3-6 inches (75-150 mm) wide. Detectable tape is incidental to the respective bid item.

CONSTRUCTION METHODS

110-3.1 General. The Contractor shall install underground trenches and conduits at the approximate locations indicated on the plans. The RPR shall indicate specific locations as the work progresses, if required to differ from the plans. Trenches and conduits shall be of the size, material, and type indicated on the plans or specifications. Where no size is indicated on the plans or in the specifications, conduits shall be not less than 2 inches (50 mm) inside diameter or comply with the National Electrical Code based on cable to be installed, whichever is larger. All trenches and conduit lines shall be laid so as to grade toward access points and duct or conduit ends for drainage. Unless shown otherwise on the plans, grades shall be at least 3 inches (75 mm) per 100 feet (30 m). On runs where it is not practicable to maintain the grade all one way, the trench and conduit lines shall be graded from the center in both directions toward access points or conduit ends, with a drain into the storm drainage system. Pockets or traps where moisture may accumulate shall be avoided. Under pavement, the top of the trench shall not be less than 18 inches (0.5 m) below the subgrade; in other locations, the top of the trench or underground conduit shall be not less than 18 inches (0.5 m) below finished grade.

The Contractor shall mandrel each individual conduit whether the conduit is direct-buried or part of a duct bank. An iron-shod mandrel, not more than 1/4 inch (6 mm) smaller than the bore of the conduit shall be pulled or pushed through each conduit. The mandrel shall have a leather or rubber gasket slightly larger than the conduit hole.

The Contractor shall swab out all conduits/ducts and clean base can, manhole, pull boxes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed the light bases, manholes, pull boxes, etc., and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor's expense. All accessible points shall be kept closed when not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

For pulling the permanent wiring, each individual conduit, whether the conduit is direct-buried or part of a duct bank, shall be provided with a 200-pound (90 kg) test polypropylene pull rope. The ends shall be secured and sufficient length shall be left in access points to prevent it from slipping back into the conduit. Where spare conduits are installed, as indicated on the plans, the open ends shall be plugged with removable tapered plugs, designed for this purpose.

All conduits shall be securely fastened in place during construction and shall be plugged to prevent contaminants from entering the conduits. Any conduit section having a defective joint shall not be installed. Ducts shall be supported and spaced apart using approved spacers at intervals not to exceed 5 feet (1.5 m).

Unless otherwise shown on the plans, concrete encased duct banks shall be used when crossing under pavements expected to carry aircraft loads, such as runways, taxiways, taxilanes, ramps and aprons. When under paved shoulders and other paved areas, conduit and duct banks shall be encased using flowable fill for protection.

All conduits within concrete encasement of the duct banks shall terminate with female ends for ease in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored.

Trenches for conduits and duct banks may be excavated manually or with mechanical trenching equipment unless in pavement, in which case they shall be excavated with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of shoulder surface is disturbed. Blades of graders shall not be used to excavate the trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 inches (75 mm) below the required conduit or duct bank depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch (6.3 mm) sieve. Flowable backfill may alternatively be used

Underground electrical warning (Caution) tape shall be installed in the trench above all underground trenches and conduits in unpaved areas. Contractor shall submit a sample of the proposed warning tape for approval by the RPR. If not shown on the plans, the warning tape shall be located 6 inches above the duct/conduit or the counterpoise wire if present.

Joints in plastic conduit shall be prepared per the manufacturer's recommendations for the particular type of conduit. Plastic conduit shall be prepared by application of a plastic cleaner and brushing a plastic solvent on the outside of the conduit ends and on the inside of the couplings. The conduit fitting shall then be slipped together with a quick one-quarter turn twist to set the joint tightly. Where more than one conduit is placed in a single trench, or in duct banks, joints in the conduit shall be staggered a minimum of 2 feet (60 cm).

Changes in direction of runs exceeding 10 degrees, either vertical or horizontal, shall be accomplished using manufactured sweep bends.

Whether or not specifically indicated on the drawings, where the soil encountered at established duct bank grade is an unsuitable material, as determined by the RPR, the unsuitable material shall be removed and replaced with suitable material. Additional duct bank supports shall be installed, as approved by the RPR.

All excavation shall be unclassified and shall be considered incidental to Item L-110. Dewatering necessary for duct installation, and erosion per federal, state, and local requirements is incidental to Item L-110. The cost of all excavation regardless of type of material encountered, shall be included in the unit price bid for the L-110 Item.

Unless otherwise specified, excavated materials that are deemed by the RPR to be unsuitable for use in backfill or embankments shall be removed and disposed of offsite.

Any excess excavation shall be filled with suitable material approved by the RPR and compacted per the details in the plans.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

- a. Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred

- b. Trenching, etc., in cable areas shall then proceed with approval of the RPR, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair.

110-3.2 Duct banks. Unless otherwise shown in the plans, duct banks shall be installed so that the top of the concrete envelope is not less than 18 inches (0.5 m) below the bottom of the base or stabilized base

course layers where installed under runways, taxiways, aprons, or other paved areas, and not less than 18 inches (0.5 m) below finished grade where installed in unpaved areas.

Unless otherwise shown on the plans, duct banks under paved areas shall extend at least 3 feet (1 m) beyond the edges of the pavement or 3 feet (1 m) beyond any under drains that may be installed alongside the paved area. Trenches for duct banks shall be opened the complete length before concrete is placed so that if any obstructions are encountered, provisions can be made to avoid them. Unless otherwise shown on the plans, all duct banks shall be placed on a layer of concrete not less than 3 inches (75 mm) thick prior to its initial set. The Contractor shall space the conduits not less than 3 inches (75 mm) apart (measured from outside wall to outside wall). All such multiple conduits shall be placed using conduit spacers applicable to the type of conduit. As the conduit laying progresses, concrete shall be placed around and on top of the conduits not less than 3 inches (75 mm) thick unless otherwise shown on the plans. All conduits shall terminate with female ends for ease of access in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Conduits forming the duct bank shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly into the earth prior to placing the concrete encasement. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

When specified, the Contractor shall reinforce the bottom side and top of encasements with steel reinforcing mesh or fabric or other approved metal reinforcement. When directed, the Contractor shall supply additional supports where the ground is soft and boggy, where ducts cross under roadways, or where shown on the plans. Under such conditions, the complete duct structure shall be supported on reinforced concrete footings, piers, or piles located at approximately 5-foot (1.5-m) intervals.

All pavement surfaces that are to have ducts installed therein shall be neatly saw cut to form a vertical face. All excavation shall be included in the contract with price for the duct.

Install a plastic, detectable, color as noted, 3 to 6 inches (75 to 150 mm) wide tape, 8 inches (200 mm) minimum below grade above all underground conduit or duct lines not installed under pavement. Utilize the 3-inch (75-mm) wide tape only for single conduit runs. Utilize the 6-inch (150-mm) wide tape for multiple conduits and duct banks. For duct banks equal to or greater than 24 inches (600 mm) in width, utilize more than one tape for sufficient coverage and identification of the duct bank as required.

When existing cables are to be placed in split duct, encased in concrete, the cable shall be carefully located and exposed by hand tools. Prior to being placed in duct, the RPR shall be notified so that he may inspect the cable and determine that it is in good condition. Where required, split duct shall be installed as shown on the drawings or as required by the RPR.

110-3.3 Conduits without concrete encasement. Trenches for single-conduit lines shall be not less than 6 inches (150 mm) nor more than 12 inches (300 mm) wide. The trench for 2 or more conduits installed at the same level shall be proportionately wider. Trench bottoms for conduits without concrete encasement shall be made to conform accurately to grade so as to provide uniform support for the conduit along its entire length.

Unless otherwise shown on the plans, a layer of fine earth material, at least 4 inches (100 mm) thick (loose measurement) shall be placed in the bottom of the trench as bedding for the conduit. The bedding material shall consist of soft dirt, sand or other fine fill, and it shall contain no particles that would be retained on a 1/4-inch (6.3 mm) sieve. The bedding material shall be tamped until firm. Flowable backfill may alternatively be used.

Unless otherwise shown on plans, conduits shall be installed so that the tops of all conduits within the Airport's secured area where trespassing is prohibited are at least 18 inches (0.5 m) below the finished grade. Conduits outside the Airport's secured area shall be installed so that the tops of the conduits are at least 24 inches (60 cm) below the finished grade per National Electric Code (NEC), Table 300.5.

When two or more individual conduits intended to carry conductors of equivalent voltage insulation rating are installed in the same trench without concrete encasement, they shall be spaced not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches (150 mm) apart in a vertical direction. Where two or more individual conduits intended to carry conductors of differing voltage insulation rating are installed in the same trench without concrete encasement, they shall be placed not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches (150 mm) apart in a vertical direction.

Trenches shall be opened the complete length between normal termination points before conduit is installed so that if any unforeseen obstructions are encountered, proper provisions can be made to avoid them.

Conduits shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly into the earth while backfilling. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

110-3.4 Markers. The location of each end and of each change of direction of conduits and duct banks shall be marked by a concrete slab marker 2 feet (60 cm) square and 4 - 6 inches (100 - 150 mm) thick extending approximately one inch (25 mm) above the surface. The markers shall also be located directly above the ends of all conduits or duct banks, except where they terminate in a junction/access structure or building. Each cable or duct run from a line of lights and signs to the equipment vault must be marked at approximately every 200 feet (61 m) along the cable or duct run, with an additional marker at each change of direction of cable or duct run.

The Contractor shall impress the word "DUCT" or "CONDUIT" on each marker slab. Impression of letters shall be done in a manner, approved by the RPR, for a neat, professional appearance. All letters and words must be neatly stenciled. After placement, all markers shall be given one coat of high-visibility orange paint, as approved by the RPR. The Contractor shall also impress on the slab the number and size of conduits beneath the marker along with all other necessary information as determined by the RPR. The letters shall be 4 inches (100 mm) high and 3 inches (75 mm) wide with width of stroke 1/2 inch (12 mm) and 1/4 inch (6 mm) deep or as large as the available space permits. Furnishing and installation of duct markers is incidental to the respective duct bank pay item.

110-3.5 Backfilling for conduits. For conduits, 8 inches (200 mm) of sand, soft earth, or other fine fill (loose measurement) shall be placed around the conduits ducts and carefully tamped around and over them with hand tampers. The remaining trench shall then be backfilled and compacted as noted in the plans except that material used for back fill shall be select material not larger than 4 inches (100 mm) in diameter.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during back filling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

110-3.6 Backfilling for duct banks. After the concrete has cured, the remaining trench shall be backfilled and compacted as noted in the plans except that the material used for backfill shall be select material not larger than 4 inches (100 mm) in diameter. In addition to the requirements listed in the plans, where duct banks are installed under pavement, one moisture/density test per lift shall be made for each 250 linear feet (76 m) of duct bank or one work period's construction, whichever is less.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during backfilling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

110-3.7 Restoration. Where sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by the work shall be restored to its original condition. The restoration shall include fertilizing, seeding, and mulching in accordance with spec section T-901. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. All restoration shall be considered incidental to the respective L-110 pay item. Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

110-3.8 Ownership of removed cable. Contractor shall be responsible for the disposal of all existing cable that has been removed as part of this project.

METHOD OF MEASUREMENT

110-4.1 Underground conduits and duct banks shall be measured by the linear feet (meter) of conduits and duct banks installed, including encasement, locator tape, trenching and backfill with designated material, and restoration, and for drain lines, the termination at the drainage structure, all measured in place, completed, and accepted. Separate measurement shall be made for the various types and sizes.

BASIS OF PAYMENT

110-5.1 Payment will be made at the contract unit price per linear foot for each type and size of conduit and duct bank completed and accepted, including trench and backfill with the designated material, material testing, and, for drain lines, the termination at the drainage structure. This price shall be full compensation for removal and disposal of existing duct banks and conduits as shown on the plans, furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, material testing, and incidentals necessary to complete this item per the provisions and intent of the plans and specifications.

Payment will be made under:

Item L-110-5.1	Non-encased Electrical Conduit, 1-way 2" PVC - per linear foot
Item L-110-5.2	Non-encased, 1 way 2" RGS Electrical Conduit - per linear foot
Item L-110-5.3	Duct Bank Crossing (4-4") PVC - per linear foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circular (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-53	Airport Lighting Equipment Certification Program

ASTM International (ASTM)

ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
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National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)
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Underwriters Laboratories (UL)

UL Standard 6	Electrical Rigid Metal Conduit - Steel
UL Standard 514B	Conduit, Tubing, and Cable Fittings
UL Standard 514C	Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
UL Standard 1242	Electrical Intermediate Metal Conduit Steel
UL Standard 651	Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
UL Standard 651A	Type EB and A Rigid PVC Conduit and HDPE Conduit

END OF ITEM L-110

Item L-115 Electrical Manholes and Junction Structures

DESCRIPTION

115-1.1 This item shall consist of electrical manholes and junction structures (hand holes, pull boxes, junction cans, etc.) installed per this specification, at the indicated locations and conforming to the lines, grades and dimensions shown on the plans or as required by the RPR. This item shall include the installation of each electrical manhole and/or junction structures with all associated excavation, backfilling, sheeting and bracing, concrete, reinforcing steel, ladders, appurtenances, testing, dewatering and restoration of surfaces to the satisfaction of the RPR.

EQUIPMENT AND MATERIALS

115-2.1 General.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when so requested by the RPR.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes, specified in this document.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

115-2.2 Concrete structures. Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures. Cast-in-place concrete structures shall be as shown on the plans.

115-2.3 Precast concrete structures. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another engineer approved third party certification program. Provide precast concrete structures where shown on the plans.

Precast concrete structures shall be an approved standard design of the manufacturer. Precast units shall have mortar or bitumastic sealer placed between all joints to make them watertight. The structure shall be designed to withstand 12,500 lb aircraft loads, unless otherwise shown on the plans. Openings or knockouts shall be provided in the structure as detailed on the plans.

Threaded inserts and pulling eyes shall be cast in as shown on the plans.

If the Contractor chooses to propose a different structural design, signed and sealed shop drawings, design calculations, and other information requested by the RPR shall be submitted by the Contractor to allow for a full evaluation by the RPR. The RPR shall review per the process defined in the General Provisions.

115-2.4 Junction boxes. Junction boxes shall be L-867 Class 1 (non-load bearing) or L-868 Class 1 (load bearing) airport light bases that are encased in concrete. The light bases shall have a L-894 blank cover, gasket, and stainless steel hardware. All bolts, studs, nuts, lock washers, and other similar fasteners used for the light fixture assemblies must be fabricated from 316L (equivalent to EN 1.4404), 18-8, 410, or 416 stainless steel. If 18-8, 410, or 416 stainless steel is utilized it shall be passivated and be free from any discoloration. Covers shall be 3/8-inch (9-mm) thickness for L-867 and 3/4-inch (19-mm) thickness for L-868. All junction boxes shall be provided with both internal and external ground lugs.

115-2.5 Mortar. The mortar shall be composed of one part of cement and two parts of mortar sand, by volume. The cement shall be per the requirements in ASTM C150, Type I. The sand shall be per the requirements in ASTM C144. Hydrated lime may be added to the mixture of sand and cement in an amount not to exceed 15% of the weight of cement used. The hydrated lime shall meet the requirements of ASTM C206. Water shall be potable, reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product.

115-2.6 Concrete. Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

115-2.7 Frames and covers. The frames shall conform to one of the following requirements:

- a. ASTM A48 Gray iron castings
- b. ASTM A47 Malleable iron castings
- c. ASTM A27 Steel castings
- d. ASTM A283, Grade D Structural steel for grates and frames
- e. ASTM A536 Ductile iron castings
- f. ASTM A897 Austempered ductile iron castings

All castings specified shall withstand a maximum tire pressure of 98 psi and maximum load of 4,000 lbs.

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings specified.

Each frame and cover unit shall be provided with fastening members to prevent it from being dislodged by traffic, but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A123.

Each cover shall have the word "ELECTRIC" or other approved designation cast on it. Each frame and cover shall be as shown on the plans or approved equivalent. No cable notches are required.

Each manhole shall be provided with a "DANGER -- PERMIT-REQUIRED CONFINED SPACE, DO NOT ENTER" safety warning sign as detailed in the Contract Documents and in accordance with OSHA 1910.146 (c)(2).

115-2.8 Ladders. Ladders, if specified, shall be galvanized steel or as shown on the plans.

115-2.9 Reinforcing steel. All reinforcing steel shall be deformed bars of new billet steel meeting the requirements of ASTM A615, Grade 60.

115-2.10 Bedding/special backfill. Bedding or special backfill shall be as shown on the plans.

115-2.11 Flowable backfill. Flowable material used to backfill shall conform to the requirements of Item P-153, Controlled Low Strength Material.

115-2.13 Plastic conduit. Plastic conduit shall comply with Item L-110, Airport Underground Electrical Duct Banks and Conduits.

115-2.14 Conduit terminators. Conduit terminators shall be pre-manufactured for the specific purpose and sized as required or as shown on the plans.

115-2.15 Pulling-in irons. Pulling-in irons shall be manufactured with 7/8-inch (22 mm) diameter hot-dipped galvanized steel or stress-relieved carbon steel roping designed for concrete applications (7 strand, 1/2-inch (12 mm) diameter with an ultimate strength of 270,000 psi (1862 MPa)). Where stress-relieved carbon steel roping is used, a rustproof sleeve shall be installed at the hooking point and all exposed surfaces shall be encapsulated with a polyester coating to prevent corrosion.

115-2.16 Ground rods. Ground rods shall be one piece, copper clad steel. The ground rods shall be of the length and diameter specified on the plans, but in no case shall they be less than 8 feet (2.4 m) long nor less than 5/8 inch (16 mm) in diameter.

CONSTRUCTION METHODS

115-3.1 Unclassified excavation. It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Damage to utility lines, through lack of care in excavating, shall be repaired or replaced to the satisfaction of the RPR without additional expense to the Owner.

The Contractor shall perform excavation for structures and structure footings to the lines and grades or elevations shown on the plans or as staked by the RPR. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown.

All excavation shall be unclassified and shall be considered incidental to Item L-115. Dewatering necessary for structure installation and erosion per federal, state, and local requirements is incidental to Item L-115.

Boulders, logs and all other objectionable material encountered in excavation shall be removed. All rock and other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped or serrated, as directed by the RPR. All seams, crevices, disintegrated rock and thin strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to disturb the bottom of the excavation. Excavation to final grade shall not be made until just before the concrete or reinforcing is to be placed.

The Contractor shall provide all bracing, sheeting and shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheeting and shoring shall be included in the unit price bid for the structure.

Unless otherwise provided, bracing, sheeting and shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall be effected in a manner that will not disturb or mar finished masonry. The cost of removal shall be included in the unit price bid for the structure.

After each excavation is completed, the Contractor shall notify the RPR. Structures shall be placed after the RPR has approved the depth of the excavation and the suitability of the foundation material.

Prior to installation the Contractor shall provide a minimum of 6 inches (150 mm) of sand or a material approved by the RPR as a suitable base to receive the structure. The base material shall be compacted and graded level and at proper elevation to receive the structure in proper relation to the conduit grade or ground cover requirements, as indicated on the plans.

115-3.2 Concrete structures. Concrete structures shall be built on prepared foundations conforming to the dimensions and form indicated on the plans. The concrete and construction methods shall conform to the requirements specified in Item P-610. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the RPR before the concrete is placed.

115-3.3 Precast unit installations. Precast units shall be installed plumb and true. Joints shall be made watertight by use of sealant at each tongue-and-groove joint and at roof of manhole. Excess sealant shall be removed and severe surface projections on exterior of neck shall be removed.

115-3.4 Placement and treatment of castings, frames and fittings. All castings, frames and fittings shall be placed in the positions indicated on the Plans or as directed by the RPR and shall be set true to line and to correct elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

Field connections shall be made with bolts, unless indicated otherwise. Welding will not be permitted unless shown otherwise on the approved shop drawings and written approval is granted by the casting manufacturer. Erection equipment shall be suitable and safe for the workman. Errors in shop fabrication or deformation resulting from handling and transportation that prevent the proper assembly and fitting of parts shall be reported immediately to the RPR and approval of the method of correction shall be obtained. Approved corrections shall be made at Contractor's expense.

Anchor bolts and anchors shall be properly located and built into connection work. Bolts and anchors shall be preset by the use of templates or such other methods as may be required to locate the anchors and anchor bolts accurately.

Pulling-in irons shall be located opposite all conduit entrances into structures to provide a strong, convenient attachment for pulling-in blocks when installing cables. Pulling-in irons shall be set directly into the concrete walls of the structure.

115-3.5 Backfilling. After a structure has been completed, the area around it shall be backfilled in horizontal layers not to exceed 6 inches (150 mm) in thickness measured after compaction to the density requirements shown in the plans. Each layer shall be deposited all around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the RPR.

Backfill shall not be placed against any structure until approval is given by the RPR. In the case of concrete, such approval shall not be given until tests made by the laboratory under supervision of the RPR establish that the concrete has attained sufficient strength to provide a factor of safety against damage or strain in withstanding any pressure created by the backfill or the methods used in placing it.

Where required, the RPR may direct the Contractor to add, at his own expense, sufficient water during compaction to assure a complete consolidation of the backfill. The Contractor shall be responsible for all

damage or injury done to conduits, duct banks, structures, property or persons due to improper placing or compacting of backfill.

115-3.6 Connection of duct banks. To relieve stress of joint between concrete-encased duct banks and structure walls, reinforcement rods shall be placed in the structure wall and shall be formed and tied into duct bank reinforcement at the time the duct bank is installed.

115-3.7 Grounding. A ground rod shall be installed in the floor of all concrete structures so that the top of rod extends 6 inches (150 mm) above the floor. The ground rod shall be installed within one foot (30 cm) of a corner of the concrete structure. Ground rods shall be installed prior to casting the bottom slab. Where the soil condition does not permit driving the ground rod into the earth without damage to the ground rod, the Contractor shall drill a 4-inch (100 mm) diameter hole into the earth to receive the ground rod. The hole around the ground rod shall be filled throughout its length, below slab, with Portland cement grout. Ground rods shall be installed in precast bottom slab of structures by drilling a hole through bottom slab and installing the ground rod. Bottom slab penetration shall be sealed watertight with Portland cement grout around the ground rod.

A grounding bus of 4/0 bare stranded copper shall be exothermically bonded to the ground rod and loop the concrete structure walls. The ground bus shall be a minimum of one foot (30 cm) above the floor of the structure and separate from other cables. No. 2 American wire gauge (AWG) bare copper pigtailed shall bond the grounding bus to all cable trays and other metal hardware within the concrete structure. Connections to the grounding bus shall be exothermic. If an exothermic weld is not possible, connections to the grounding bus shall be made by using connectors approved for direct burial in soil or concrete per UL 467. Hardware connections may be mechanical, using a lug designed for that purpose.

115-3.8 Cleanup and repair. After erection of all galvanized items, damaged areas shall be repaired by applying a liquid cold-galvanizing compound per MIL-P-21035. Surfaces shall be prepared and compound applied per the manufacturer's recommendations.

Prior to acceptance, the entire structure shall be cleaned of all dirt and debris.

115-3.11 Restoration. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt and rubbish from the site. The Contractor shall restore all disturbed areas equivalent to or better than their original condition. All sodding, grading and restoration shall be considered incidental to the respective Item L-115 pay item.

The Contractor shall grade around structures as required to provide positive drainage away from the structure.

Areas with special surface treatment, such as roads, sidewalks, or other paved areas shall have backfill compacted to match surrounding areas, and surfaces shall be repaired using materials comparable to original materials.

Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

After all work is completed, the Contractor shall remove all tools and other equipment, leaving the entire site free, clear and in good condition.

115-3.12 Inspection. Prior to final approval, the electrical structures shall be thoroughly inspected for conformance with the plans and this specification. Any indication of defects in materials or workmanship shall be further investigated and corrected. The earth resistance to ground of each ground rod shall not exceed 25 ohms. Each ground rod shall be tested using the fall-of-potential ground impedance test per American National Standards Institute / Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81. This test shall be performed prior to establishing connections to other ground electrodes.

115-3.13 Manhole elevation adjustments. The Contractor shall adjust the tops of existing manholes in areas designated in the Contract Documents to the new elevations shown. The Contractor shall be responsible for determining the exact height adjustment required to raise or lower the top of each manhole to the new elevations. The existing top elevation of each manhole to be adjusted shall be determined in the field and subtracted/added from the proposed top elevation.

The Contractor shall remove/extend the existing top section or ring and cover on the manhole structure or manhole access. The Contractor shall install precast concrete sections or grade rings of the required dimensions to adjust the manhole top to the new proposed elevation or shall cut the existing manhole walls to shorten the existing structure, as required by final grades. The Contractor shall reinstall the manhole top section or ring and cover on top and check the new top elevation.

The Contractor shall construct a concrete slab around the top of adjusted structures located in graded areas that are not to be paved. The concrete slab shall conform to the dimensions shown on the plans.

115-3.14 Duct extension to existing ducts. Where existing concrete encased ducts are to be extended, the duct extension shall be concrete encased plastic conduit. The fittings to connect the ducts together shall be standard manufactured connectors designed and approved for the purpose. The duct extensions shall be installed according to the concrete encased duct detail and as shown on the plans.

METHOD OF MEASUREMENT

115-4.1 Electrical manholes and junction structures shall be measured by each unit completed in place and accepted. The following items shall be included in the price of each unit: All required excavation and dewatering; sheeting and bracing; all required backfilling with on-site materials; restoration of all surfaces and finished grading and turfing; all required connections; temporary cables and connections; and ground rod testing.

BASIS OF PAYMENT

115-5.1 The accepted quantity of electrical manholes and junction structures will be paid for at the Contract unit price per each, complete and in place. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials, furnishing and installation of appurtenances and connections to duct banks and other structures as may be required to complete the item as shown on the plans and for all labor, equipment, tools and incidentals necessary to complete the structure.

Payment will be made under:

Item L-115-5.1	Electrical Manhole 2' x 2' x 3' Precast Concrete - Per Each
Item L-115-5.2	L-867 Junction Base Can – Per Each

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American National Standards Institute / Insulated Cable Engineers Association (ANSI/ICEA)

ANSI/IEEE STD 81	IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System
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Advisory Circular (AC)

AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-53	Airport Lighting Equipment Certification Program

Commercial Item Description (CID)

A-A 59544	Cable and Wire, Electrical (Power, Fixed Installation)
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ASTM International (ASTM)

ASTM A27	Standard Specification for Steel Castings, Carbon, for General Application
ASTM A47	Standard Specification for Ferritic Malleable Iron Castings
ASTM A48	Standard Specification for Gray Iron Castings
ASTM A123	Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products
ASTM A283	Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
ASTM A536	Standard Specification for Ductile Iron Castings
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A897	Standard Specification for Austempered Ductile Iron Castings
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C206	Standard Specification for Finishing Hydrated Lime

FAA Engineering Brief (EB)

EB #83	In Pavement Light Fixture Bolts
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Mil Spec

MIL-P-21035	Paint High Zinc Dust Content, Galvanizing Repair
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National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)
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END OF ITEM L-115

Item L-125 Installation of Airport Lighting Systems

DESCRIPTION

125-1.1 This item shall consist of airport lighting systems furnished and installed in accordance with this specification, the referenced specifications, and the applicable advisory circulars (ACs). The systems shall be installed at the locations and in accordance with the dimensions, design, and details shown in the plans. This item shall include the furnishing of all equipment, materials, services, and incidentals necessary to place the systems in operation as completed units to the satisfaction of the RPR.

EQUIPMENT AND MATERIALS

125-2.1 General.

- a.** Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified under the Airport Lighting Equipment Certification Program in accordance with AC 150/5345-53, current version. FAA certified airfield lighting shall be compatible with each other to perform in compliance with FAA criteria and the intended operation. If the Contractor provides equipment that does not perform as intended because of incompatibility with the system, the Contractor assumes all costs to correct the system for to operate properly.
- b.** Manufacturer's certifications shall not relieve the Contractor of their responsibility to provide materials in accordance with these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.
- c.** All materials and equipment used shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Clearly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be clearly made with arrows or circles (highlighting is not acceptable). The Contractor shall be responsible for delays in the project accruing directly or indirectly from late submissions or resubmissions of submittals.
- d.** The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be submitted in electronic PDF format, tabbed by specification section. The RPR reserves the right to reject any or all equipment, materials or procedures, which, in the RPR's opinion, does not meet the system design and the standards and codes, specified herein.
- e.** All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. All LED light fixtures, with the exception of obstruction lighting (AC 150/5345-43) must be warranted by the manufacturer for a minimum of 4 years after date of installation inclusive of all electronics.

EQUIPMENT AND MATERIALS

125-2.2 Conduit/Duct. Conduit shall conform to Specification Item L-110 Airport Underground Electrical Duct Banks and Conduits.

125-2.3 Cable and Counterpoise. Cable and Counterpoise shall conform to Item L-108 Underground Power Cable for Airports.

125-2.4 Tape. Rubber and plastic electrical tapes shall be Scotch Electrical Tape Numbers 23 and 88 respectively, as manufactured by 3M Company or an approved equal.

125-2.5 Cable Connections. Cable Connections shall conform to Item L-108 Installation of Underground Cable for Airports.

125-2.6 Retroreflective Markers. Not required.

125-2.7 Runway. Runway shall conform to the requirements of AC 150/5345-46. Lamps shall be of size and type indicated, or as required by fixture manufacturer for each lighting fixture required under this contract. Filters shall be of colors conforming to the specification for the light concerned or to the standard referenced.

Lights

Type	Class	Mode	Style	Option	Base	Filter	Transformer	Notes
L-861(L)	<u>2</u>	<u>1</u>	<u>NA</u>	NA	L-867	<u>NA</u>	<u>10/15W</u>	<u>14"</u>
L-861E(L)	2	1	NA	NA	L-867	NA	10/15W	14"
L-861SE(L)	2	1	NA	NA	L-867	NA	10/15W	14"

125-2.8 Runway and Taxiway Signs. Not used.

125-2.9 Runway End Identifier Light (REIL). Not required.

125-2.10 Precision Approach Path Indicator (PAPI). Not required. -

125-2.11 Circuit Selector Cabinet. Not used.

125-2.12 Light Base and Transformer Housings. Light Base and Transformer Housings should conform to the requirements of AC 150/5345-42. Light bases shall be Type L-867 Class 1A, Size B shall be provided as indicated or as required to accommodate the fixture or device installed thereon. Base plates, cover plates, and adapter plates shall be provided to accommodate various sizes of fixtures.

125-2.13 Isolation Transformers. Isolation Transformers shall be Type L-830 size as required for each installation. Transformer shall conform to AC 150/5345-47.

INSTALLATION

125-3.1 Installation. The Contractor shall furnish, install, connect and test all equipment, accessories, conduit, cables, wires, buses, grounds and support items necessary to ensure a complete and operable airport lighting system as specified here and shown in the plans.

The equipment installation and mounting shall comply with the requirements of the National Electrical Code and state and local code agencies having jurisdiction.

The Contractor shall install the specified equipment in accordance with the applicable advisory circulars and the details shown on the plans.

125-3.2 Testing. All lights shall be fully tested by continuous operation for not less than 24 hours as a completed system prior to acceptance. The test shall include operating the constant current regulator in each step not less than 10 times at the beginning and end of the 24-hour test. The fixtures shall illuminate properly during each portion of the test.

125-3.3 Shipping and Storage. Equipment shall be shipped in suitable packing material to prevent damage during shipping. Store and maintain equipment and materials in areas protected from weather and physical damage. Any equipment and materials, in the opinion of the RPR, damaged during construction or storage shall be replaced by the Contractor at no additional cost to the owner. Painted or galvanized surfaces that are damaged shall be repaired in accordance with the manufacturer's recommendations.

125-3.4 Elevated and In-pavement Lights. Water, debris, and other foreign substances shall be removed prior to installing fixture base and light.

A jig or holding device shall be used when installing each light fixture to ensure positioning to the proper elevation, alignment, level control, and azimuth control. Light fixtures shall be oriented with the light beams parallel to the runway or taxiway centerline and facing in the required direction. The outermost edge of fixture shall be level with the surrounding pavement. Surplus sealant or flexible embedding material shall be removed. The holding device shall remain in place until sealant has reached its initial set.

METHOD OF MEASUREMENT

125-4.1 Runway and taxiway lights will be measured by the number of each type installed as completed units in place, ready for operation, and accepted by the RPR.

BASIS OF PAYMENT

125-5.1 Payment will be made at the Contract unit price for each complete runway or taxiway light, guidance sign, reflective marker, runway end identification light, precision approach path indicator, or abbreviated precision approach path indicator installed by the Contractor and accepted by the RPR. This payment will be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

Item L-125-5.1	L-861 New Elevated Runway Edge Lights (MIRL) w/ White – each
Item L-125-5.2	L-861 New Elevated Runway End Lights (MIRL) w/ Yellow/Red Lens – each
Item L-125-5.3	L-861SE New Elevated Runway End Lights (MIRL) w/ Green/Red Lens – each
Item L-125-5.4	L-861E New Elevated Runway End Lights (MIRL) w/ Red Lens – each
Item L-125-5.5	L-861SE New Elevated Displaced Threshold Lights (MIRL) w/ Green Unidirectional Lens - each

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5340-18	Standards for Airport Sign Systems
AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-28	Precision Approach Path Indicator (PAPI) Systems
AC 150/5345-39	Specification for L-853, Runway and Taxiway Retroreflective Markers
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
AC 150/5345-44	Specification for Runway and Taxiway Signs
AC 150/5345-46	Specification for Runway and Taxiway Light Fixtures
AC 150/5345-47	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
AC 150/5345-51	Specification for Discharge-Type Flashing Light Equipment
AC 150/5345-53	Airport Lighting Equipment Certification Program

Engineering Brief (EB)

EB No. 67	Light Sources Other than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures
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END OF ITEM L-125

Section 26 32 13 Standby Power System

PART 1 GENERAL

Scope

- A. The work consists of furnishing electric generating set with features and accessories as specified herein and shown on the drawings:
 - 1. A diesel engine-driven, standby generator with an alternator rated 240/120-volt, 1-phase, 60 Hz; digital (micro-processor based) electronic generator set control system; and fuel transfer pump, if required. Minimum rating of the generating sets will be as shown on plans.
 - 2. Automatic Transfer Switch (ATS), as describe below.
- B. The Standby Power System (including ATS) shall be furnished by a single manufacturer who is regularly engaged in the production of engine-generator sets and associated control products. The responsibility for performance of this Specification in its entirety must be assumed solely by the manufacturer of the system.

General Requirements

- C. Materials and workmanship:
 - 1. Materials and parts comprising the standby power system specified herein shall be new, unused, of current manufacture and of the highest grade, free from all defects.
 - 2. Workmanship shall be the highest grade, in accordance with modern practice.
- D. Parts and service: Bidders shall specify nearest location of permanent parts depots from which replacement parts may be obtained in necessary quantities at any time, day or night. Service facilities and personnel shall be equally available.

Generator Set Performance

- E. Steady-State Voltage Operational Bandwidth: 0.25% of rated output voltage from no load to full load.
- F. Steady-State Voltage Modulation Frequency: Less than one Hz.
- G. Transient Voltage Performance: Not more than 15 percent variation for 50 percent step-load increase; not more than 10 percent variation for 50 percent step-load decrease. Voltage recovers to remain within the steady-state operating band within 2 seconds.
- H. Steady-State Frequency Operational Bandwidth: 0.5 percent of rated frequency from no load to full load.
- I. State Frequency Stability: When system is operating at any constant load within the rated load, there are no random speed variations outside the steady-state operational band and no hunting or surging of speed.

- J. Transient Frequency Performance: Less than 4-Hz variation for a 50 percent step-load increase or decrease. Frequency recovers to remain within the steady-state operating band within 2.5 seconds.
- K. Output Waveform: At no load, harmonic content measured line-to-line or line-to-neutral does not exceed 5 percent total and 3 percent for single harmonics. The telephone influence factor, determined according to NEMA MG 1, does not exceed 50.
- L. Sustained Short-Circuit Current: For a 2-phase, bolted short circuit at the system output terminals, the system will supply a minimum of 300 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically, without damage to any generator system component.
- M. Temperature Rise of Generator: Within limits permitted by NEMA MG 1 when operating continuously at full-rated load, including 2 hours per 24 hours at 110 percent of rated capacity.
- N. Starting Time: Maximum total time period for a cold start, with ambient temperature at the low end of the specified range, is 7 seconds. Time period includes output voltage and frequency settlement within specified steady-state bands.

Submittals

- O. Product Data: For each component. Include data on features, components, ratings, and performance. Include dimensioned outline plan and elevation drawings of engine generator set and other system components.
- P. Shop Drawings: Show details of fabrication, piping, wiring, and installation of field-installed portions of system. Include general arrangement drawings showing locations of auxiliary components in relation to engine generator set and duct, piping, and wiring connections between generator set and auxiliary equipment. Show connections, mounting, and support provisions and access and workspace requirements:
 - 1. Wiring Diagrams: Show details of power and control connections and differentiating between factory-installed and field-installed wiring.
- Q. Qualification Data: For firms and persons specified in the "Quality Assurance" Article.
- R. Field Test and Observation Reports: Indicate and interpret test results for compliance with performance requirements.
- S. Certified Test Reports of Components and Accessories: For devices that are equivalent, but not identical, to those tested on prototype unit.
- T. Certified Summary of Performance Tests: Demonstrate compliance with specified requirement to meet critical performance criteria.
- U. Factory Test Reports: For units to be shipped for this Project showing evidence of compliance with specified requirements.
- V. Exhaust Emissions Test Report: To show compliance with applicable, current regulations.

- W. Sound measurement test report.
- X. Certification of Torsional Vibration Compatibility: Comply with NFPA 110.
- Y. Field test report of tests specified in Part 3.
- Z. Maintenance data for system and components to include in the maintenance manuals specified in Division 1. Include the following:
 - 1. List of tools and replacement items recommended to be stored at the site for ready access. Include part and drawing numbers, current unit prices, and source of supply.
 - 2. Detail operating instructions for both normal and abnormal conditions.

Quality Assurance

- AA. Manufacturer Qualifications: Engage a firm experienced in manufacturing equipment of types and capacities similar to those indicated for this Project and with a service center maintained by engine generator set manufacturer capable of providing training, parts, and emergency maintenance and repairs at the Project site with 24 hours maximum response time.
- BB. Source Limitations: Obtain engine generator set and auxiliary components from a single manufacturer with responsibility for entire system.
- CC. Listing and Labeling: Provide system components of types and ratings for which listing or labeling service is established and components specified in this Section that are listed and labeled:
 - 1. The Terms "Listed" and "Labeled": As defined in the National Electrical Code, Article 100.
 - 2. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" (NRTL) as defined in OSHA Regulation 1910.7.
- DD. Comply with NFPA 70.
- EE. Comply with NFPA 99.
- FF. Comply with NFPA 704, Hazard Identification signage.
- GG. Engine Exhaust Emissions: Comply with all current, applicable federal, state, and local government requirements.

Delivery, Storage, and Handling

- HH. Deliver engine generator set and system components to their final locations in protective wrappings, containers, and other protection that will exclude dirt and moisture and prevent damage from construction operations. Remove protection only after equipment is safe from such hazards.

Warranty

- II. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- JJ. Special Warranty: Submit a written warranty signed by Contractor and manufacturer, with single-source responsibility for engine generator and auxiliary components, agreeing to repair or replace items that do not meet requirements or that deteriorate as defined in this Section within the specified warranty period.
- KK. Warranty Period: 5 years (for engine-generator set) from date of Substantial Completion. Warranty shall cover 100% parts (except consumables, unless consumables were damaged by the failure) and labor. Warranty shall also include coverage of temporary rental generator costs up to \$20,000 if repairs cannot be completed within 48 hours of inspection by manufacturer's authorized technician.

Maintenance Service

- LL. Maintenance: Beginning at Substantial Completion, provide 12 months full maintenance by skilled employees of the manufacturer's designated service organization. Include quarterly exercising to check for proper starting, load transfer, and running under load. Include routine preventive maintenance as recommended by manufacturer and adjusting as required for proper operation. Provide parts and supplies as used in the manufacture and installation of original equipment.

Extra Materials

- MM. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents. Deliver extra materials to Owner:
1. Fuses: 1 for every 10 of each type and rating, but not less than 1 of each.
 2. Indicator Lamps: 2 for every 6 of each type used, but not less than 2 of each.
 3. Filters: One set each of lubricating oil, fuel, and combustion air filters.

PART 2 PRODUCTS

Manufacturers

- A. Manufacturers:
1. Cummins/Onan
 2. Caterpillar/Peterson Power
 3. Kohler

4. Similar units by other manufacturers may be considered for use on this project based on comparison to these lines. Approval of substitutions is solely at the discretion of the Engineer

Service Conditions

- B. Environmental Conditions: Engine generator system withstands the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 1. Ambient Temperature: Minus 15 deg C to plus 40 deg C.
 2. Relative Humidity: 0 to 95 percent.
- C. Altitude: Sea level to 3,000 feet (909 m):
 1. Applicable seismic requirements as defined in the International Building Code (IBC) for the location of installation.

Diesel Engine-Generator Set

- D. Rating: The generator rating is summarized below:
 1. kW (Standby) rating as shown on the drawings, 240/120 V, 60 Hz, one-phase, 3 wire, 0.8 Power Factor
- E. Generator Set Performance: As specified in 1.04:
 1. The diesel engine-generator set shall be capable of single step load pick up of 100% nameplate kW and power factor, less applicable derating factors, with the engine-generator set at operating temperature.
 2. The generator set shall be capable of starting a minimum of 90% of rated kVA load at no more than 35% voltage dip applied to the generator set.
- F. AC Generator, Regulator and Exciter Units:
 1. The AC Generator shall comply with NEMA MG 1 and specified performance requirements. The generator shall be synchronous, four pole, revolving field, drip-proof construction, single pre-lubricated sealed bearing, air cooled by a direct drive centrifugal blower fan, and directly connected to the engine with flexible drive disc(s). Exciter shall rotate integrally with generator rotor. All insulation system components shall meet NEMA MG1 standard temperature limits for Class H insulation systems. Actual temperature rise measured by resistance method at full load shall not exceed 105 degrees C. The generator shall have 2/3 pitch stator winding. The sub-transient reactance 15 percent, maximum.
 2. Excitation shall be by an Excitation Boost System (EBS) or a permanent magnet generator (PMG); self-excited ("shunt") systems are not acceptable. The system shall provide excitation power to the automatic voltage regulator for immunity from voltage distortion caused by non-linear SCR controlled loads on the generator. The EBS or PMG shall sustain main field excitation power for optimum motor starting and to sustain short circuit current for selective operation and coordination of system overcurrent devices. The automatic voltage regulator shall be temperature compensated, solid-state design.

3. The voltage regulator shall be equipped with two-phase RMS sensing. The regulator shall control buildup of AC generator voltage to provide a linear rise and limit overshoot. The regulator shall include an under frequency roll off torque-matching characteristic, which shall reduce output voltage in proportion to frequency below a threshold of 58 hertz. The torque-matching characteristic shall include differential rate of frequency change compensation to the maximum available engine torque and provide optimal transient load response. Regulators that use fixed volts per hertz characteristic are not acceptable. The voltage regulator shall be adjustable via the control and monitoring panel to provide plus or minus 5 percent adjustment of output voltage operating band.
4. The generator shall be broad range, 12 lead reconnectable. Instrument transformers shall be mounted within generator enclosure. The generator shall be capable of delivering rated output (kVA) at rated frequency and power factor, at any voltage within the broad range.

G. Engine-Generator Set Controls:

1. The controls shall be digital (microprocessor based) electronic, fully NFPA 110 compliant, and shall have automatic remote start capability from a panel-mounted 3-position (Stop, Run, Remote) switch.
2. Provide cycle cranking of 15 SEC (ON)/15 SEC (OFF) for three attempts (75 SEC). If engine fails to start, lockout the engine, and indicate overcrank on alarm status panel.
3. The control shall shut down and lock out upon:
 - i. Failing to start (overcrank)
 - ii. Overspeed
 - iii. Low lubricating oil pressure
 - iv. High engine temperature
 - v. Operation of a remote manual stop station.
4. The NEMA 3R enclosed control panel shall be mounted on the generator set with vibration isolators. A front control panel illumination lamp with ON/OFF switch shall be provided. Control panel shall provide a multi-line LCD display capable of displaying the following:
 - i. Engine Oil Pressure
 - ii. Coolant Temperature
 - iii. DC Voltage
 - iv. Total Run Time (hours)
 - v. Output AC Voltage, for each phase, simultaneously
 - vi. Output AC Amperage, for each phase, simultaneously
 - vii. Output Frequency

- viii. Alarms and Warnings - as a minimum, the following alarms and warning shall be displayed upon activation:
- (i) Overcrank shutdown
 - (ii) Overspeed shutdown
 - (iii) Low oil pressure shutdown
 - (iv) High engine temperature shutdown
 - (v) High engine temperature pre-alarm
 - (vi) Low engine oil pressure pre-alarm
 - (vii) Low coolant temperature
 - (viii) Low coolant level
 - (ix) Low fuel
 - (x) Not in automatic start

H. Engine: The engines shall be 1800 RPM, diesel.

1. Governing: The unit shall have an engine speed electronic governor to provide isochronous generator set frequency control. The governor shall be capable of parallel operation with the addition of load sharing controls.
2. Cooling Systems: The engines shall be cooled by a skid-mounted closed loop horizontal radiator system, including centrifugal fan, coolant pump and thermostat temperature control. The cooling system shall be rated for full rated load operation in 122 degrees F (50 degrees C), minimum, ambient conditions. The size of radiator shall be adequate to contain expansion of total system coolant from cold start to 110 percent load condition. The cooling system, including cooling air flow paths, shall be designed to minimize noise. The cooling capability of the generator set shall be demonstrated by prototype tests on a representative generator set model. The provided engine thermostat shall regulate engine water temperature as recommended by the manufacturer. Provide a high-coolant temperature device to shut down the engine through the engine control panel when the engine temperature exceeds 200 degrees F. The engine cooling system shall be filled with an extended life coolant to protect the system to a temperature of 0 degrees F.
3. Engine Fuel System: Comply with NFPA 30. Fuel: Diesel fuel oil grade DF-2.
4. Lubrication System: Pressurized by a positive-displacement pump driven from engine crankshaft.
5. Accessories: To include:
 - i. An electric starter capable of three complete cranking cycles
 - ii. Block (coolant) heater(s), size as recommended by manufacturer. Block heater(s) shall be 120V, 1-phase. For block heaters larger than 1500 Watts, power shall be 240V, 1-

phase.

- iii. Battery charger with “high charge” option
 - iv. Positive displacement, mechanical, full pressure, lubrication oil pump.
 - v. Full flow lubrication oil filters with replaceable spin-on canister elements and dipstick oil level indicator.
 - vi. Fuel filter with replaceable spin-on canister element.
 - vii. Replaceable dry element air cleaner with restriction indicator.
 - viii. Flexible supply and return fuel lines.
 - ix. Engine mounted battery charging alternator, 45 ampere minimum, and solid-state voltage regulators.
 - x. Starting batteries with 1400-ccA, 200-AH operation and 425 minutes of reserve capacity.
6. Engine Exhaust System: Exhaust silencer (muffler) shall be provided for the engine of size as recommended by manufacturer. Silencer shall be low-profile (“disk” or “hockey puck”) with chambered construction of the super critical type and shall have aluminized finish for corrosion resistance. Contractor shall mount silencer, so the engine does not support its weight. Provide flexible exhaust connection as shown for connection between engine exhaust manifold(s) and exhaust line. Provide an exhaust condensation trap with manual drain valve to trap and drain off exhaust condensation and to prevent condensation from entering the engine. Contractor shall mount and install all exhaust components as shown on drawings and as required for code compliance. All components shall be properly sized to assure proper operation without excessive back pressure when installed as shown on drawings. Make provisions as required for pipe expansion and contraction. Contractor shall cover exhaust silencer (where mounted indoors) and all indoor exhaust piping with a proper insulating material in a manner not to interfere with flexible exhaust connection(s).
- I. Bases: The engine-generator set will be mounted with vibration isolators on a heavy-duty steel base to maintain proper alignment between components. The engine-generator set shall incorporate a battery tray with battery hold down clamps within the base rails. The engine-generator sets will have Seismic Zone 3 isolator pads for mounting.
- J. Main Circuit Breaker: Provide a generator mounted circuit breaker, molded case, 2 pole, which will disconnect the generator from the supply circuit. Circuit breaker to be sized as shown. Breaker shall utilize a solid-state trip unit and shall have the electrical characteristics, rating, and modifications as shown. The breaker shall be UL/CSA Listed and connected to engine/generator safety shutdowns. Breaker shall be housed in an extension terminal box which is isolated from vibrations induced by the generator set and shall have a metal nameplate that contains a permanent record of the circuit breaker catalog number and maximum ratings. Mechanical type lugs, sized for the circuit breaker feeders shown on drawing, shall be supplied on the load side of breaker:
- 1. Circuit breaker trip system shall be a microprocessor-based true rms sensing designed with sensing accuracy through the thirteenth (13th) harmonic. Sensor ampere ratings shall be as

indicated on the associated drawing. The solid-state trip circuit breaker shall include the following adjustments; each adjustment shall have discrete settings (fully adjustable) and shall be independent of all other adjustments:

- i. An ampere trip setting (long time pickup) that is adjustable from 0.5 times (or less) to 1.0 times the plug ampere rating, in 0.1 (or less) increments.
 - ii. An adjustable long time pickup delay, with a minimum of 5 different delay settings.
 - iii. A short time pickup trip setting that is adjustable from 2 times (or less) to 9 (or greater) the long time ampere trip setting.
 - iv. An adjustable short time pickup delay, with a minimum of 5 different delay settings.
 - v. An instantaneous pickup that is capable of being disabled (preferable) or is adjustable from 1.5 times (or less) to 15 times (or greater) the long time ampere trip setting. Units that are capable of disabling the instantaneous pickup shall be configured with the instantaneous pickup disabled.
2. Main Circuit Breaker shall have a quick-make, quick break, over-center toggle type, trip-free mechanism to prevent holding contacts closed against a position between "ON" and "OFF" when tripped automatically. Breaker shall be common trip such that an overload or short circuit on any one pole will result in all poles opening simultaneously.
 3. The interrupting capacity of the Main Circuit Breaker shall be 22 kAIC at 240 volts, minimum.

K. Outdoor Weather-Protective Enclosure:

1. The generator set shall be provided with an outdoor enclosure, with the entire package listed under UL2200. The package shall comply with the requirements of the National Electrical Code for all wiring materials and component spacing. Housing shall provide ample airflow for generator set operation at rated load in an ambient temperature of 100°F. The housing shall have hinged access doors as required to maintain easy access for all operating and service functions. All doors shall be lockable and include retainers to hold the door open during service. Enclosure roof shall be cambered to prevent rainwater accumulation. Openings shall be screened to limit access of rodents into the enclosure. All electrical power and control interconnections shall be made within the perimeter of the enclosure.
2. The generator set shall be provided with a sound-attenuated housing which allows the generator set to operate at full rated load in an ambient temperature of up to 105°F. The enclosure shall reduce the sound level of the generator set while operating at full rated load to an average of 70 dBA at 7 meters from the generator set in a free field environment.
3. All sheet metal shall be primed for corrosion protection and finish painted with the manufacturer's standard color using a two-step electrocoating paint process, or equal meeting the performance requirements specified below. All surfaces of all metal parts shall be primed and painted. The painting process shall result in a coating that meets the following requirements:
 - i. Primer thickness, 0.5-2.0 mils. Topcoat thickness, 0.8-1.2 mils.

- ii. Gloss, per ASTM D523-89, 80% plus or minus 5%. Gloss retention after one year shall exceed 50%.
 - iii. Crosshatch adhesion, per ASTM D3359-93, 4B-5B.
 - iv. Impact resistance, per ASTM D2794-93, 120-160 inch-pounds.
 - v. Salt Spray, per ASTM B117-90, 1000+ hours.
 - vi. Humidity, per ASTM D2247-92, 1000+ hours.
 - vii. Water Soak, per ASTM D2247-92, 1000+ hours.
- 4. Painting of hoses, clamps, wiring harnesses, and other non-metallic service parts shall not be acceptable. Fasteners used shall be corrosion resistant and designed to minimize marring of the painted surface when removed for normal installation or service work.
 - 5. Enclosure shall be constructed of minimum 12-gauge steel for framework and 14-gauge steel for panels. All hardware and hinges shall be stainless steel.
 - 6. A factory-mounted exhaust silencer shall be installed inside the enclosure. The exhaust shall exit the enclosure through a rain collar and terminate with a rain cap. Exhaust connections to the generator set shall be through seamless flexible connections.
 - 7. The enclosure shall include the following maintenance provisions:
 - i. Flexible coolant and lubricating oil drain lines, that extend to the exterior of the enclosure, with internal drain valves
 - ii. External radiator fill provision.
 - 8. The enclosure shall be insulated with non-hydroscopic materials.
- L. Provide a sub-base fuel tank for the generator set, sized to allow for full load operation of the generator set for 24 hours. The sub-base fuel tank shall be UL142 listed and labeled. Installation shall be in compliance to NFPA 37. The fuel tank shall be a double-walled, steel construction and include the following features:
- 1. "Regional" type tank.
 - 2. Emergency tank and basin vents.
 - 3. Mechanical level gauge.
 - 4. Fuel supply and return lines, connected to generator set with flexible fuel lines as recommended by the engine manufacturer and in compliance to UL2200 and NFPA 37 requirements.
 - 5. Leak detection provisions wired to the generator set control for local and remote alarm indication.
 - 6. High and low level float switches to indicate fuel level. Wire switches to generator control for local and remote indication of fuel level

7. Basin drains.

Automatic Transfer Switches

- M. Furnish and install where indicated a “programmed (delayed) transition” style, 2-pole with solid neutral, automatic transfer switch with ratings, features/accessories, etc. indicated on the drawings or noted herein. To maintain maintenance compatibility, automatic transfer switch shall be provided by engine-generator manufacturer:
1. Furnish a NEMA 1, indoor rated transfer switch.
- N. The transfer switch equipment as specified herein shall be 100% equipment rated for continuous duty at the ratings shown on the plans and shall conform to the applicable requirements for UL 1008 for emergency total system load. All transfer switch equipment supplied shall bear the UL label. Minimum withstand rating shall be 22 kAIC at 240 Volts.
- O. All main power contacts shall be rated for multiple fault interruptions per UL 489, and/or UL 1087. Main contacts shall have independent “break-before-make” transfer action which shall positively prevent dangerous “source-to-source” connections. Main contacts shall also have a mechanical interlock to prevent simultaneous closing of “normal” and “emergency” contacts and interconnection of “normal” and “emergency” sources through the control wiring.
- P. Automatic transfer switches specified herein shall consist of completely enclosed contact assemblies and a separately mounted control logic panel. The contact assemblies shall be operated by a non-fused unidirectional gear motor or stored energy operators and be energized only momentarily during transfer providing inherently double-throw switching action. Control power for all automatic transfer operations shall be derived from the line side of the source to which the load is being transferred.
- Q. Upon loss of phase-to-phase voltage of the normal power source on any phase to 70% of nominal, and after a time delay of 0-5 seconds (adjustable to meet conditions present) to override momentary dips and/or outages, starting of the emergency/standby power source shall be initiated.
- R. When the normal power source has been restored to 90% of rated voltage and after a time delay adjustable from 0-30 minutes (to ensure the integrity of the normal power source), the load shall be retransferred to the normal source.
- S. Upon disconnecting from either source, the transfer switch shall be capable of switching to a neutral position for a user specified time delay of 0-120 seconds, minimum, to allow spinning motors to come to coast to a full.
- T. A time delay, adjustable 0-10 minutes, shall delay shutdown of the emergency/standby power source after retransfer to allow the generator to run unloaded for cool-down, after which the generator shall be automatically shut down.
- U. If the emergency/standby power source should fail while carrying the load, transfer to the normal power source shall be initiated immediately upon restoration of the normal source to satisfactory conditions.

V. The following features/accessories shall be provided:

1. Auto/test switch to provide test operation of the automatic transfer switch by simulating a loss of the normal power source.
2. Pilot lights or digital graphics indicating to which source the load is connected.
3. Pilot lights or digital graphics to indicate that an integral overcurrent protective device has tripped.
4. Plant exerciser timer providing automatic test operation of the emergency/standby power source at pre-selected intervals at least once per week, including a selector switch to select exercise with or without load or a bypass of the exercise period. The clock timer shall be provided with a digital readout and include a lithium battery backup to assure continuity of power to the clock timer for a minimum of 72 hours during an outage.

W. Installation of all transfer switch equipment specified herein shall be in accordance with all applicable codes, standards, and practices.

PART 3 EXECUTION

General

- A. Install equipment and materials in a neat and workmanlike manner and align, level, and adjust for satisfactory operation. Install equipment so that all parts are easily accessible for inspection, operation, maintenance, and repair.
- B. The CONTRACTOR shall be responsible for off-loading and storing the generator equipment at the project site.
- C. Handle equipment carefully to prevent physical damage. Do not install or deliver damaged equipment.

Supports

- D. Provide hangers or other devices such as pads, anchors, etc., necessary for the support of the equipment.
- E. Provide anchorage according to manufacturer's written instructions, unless otherwise indicated

Installation

- F. Material and Equipment Installation: Follow manufacturer's installation instructions explicitly, unless otherwise directed. Wherever any conflict arises between manufacturer's instructions and these Contract Documents, follow Engineer's direction, at no additional cost to the Owner. Keep copy of manufacturer's instructions on the job site available for review at all times.

- G. The Contractor shall be responsible and shall provide for the supply, installation adjustment, and startup of complete, coordinated systems, which shall reliably perform the specified functions.
- H. Maintain minimum workspace around components according to manufacturer's Shop Drawings and National Electrical Code.

Testing and Startup

- I. The complete installation shall be tested for compliance with the specification following completion of all site work. Testing shall be conducted by representatives of the generator set manufacturer, with required fuel supplied by Contractor. The contractor shall be present and assist the manufacturer's representative during all start-up and testing activities. The generator set manufacturer shall provide a temporary, portable resistive load bank for testing purposes only. The Contractor shall make all temporary connections for the load bank.
- J. The Owner and the Engineer shall be notified two weeks in advance and shall witness the tests.
- K. The Installation acceptance tests to be conducted on-site shall include:
 - 1. "Cold Start" test per NFPA 110, 5-13.2.3, with the unit connected to the required load bank.
 - 2. A four-hour full load test per NFPA 110, 5-13.2.5. Data specified by NFPA to be recorded in the "cold start" test shall be recorded at the start of the full load test and every 15 minutes thereafter. The unit shall be connected to the required load bank during this test.
 - 3. One step rated load increase and decrease test in accordance with NFPA 110, 5-13.2.6. The unit shall be connected to the required load bank during this test.
 - 4. Functional test of all safeties and remote signals specified and provided
 - 5. A four-hour functional test of all pump station operations under loss of normal power. The unit shall be connected to the automatic transfer switch specified under Section 16400 during this test. This test shall include automatic start-up by means of simulated power outage to test automatic starting, transfer of the load, and automatic shutdown. Prior to this test, all transfer switch timers shall be adjusted by the automatic transfer switch commissioning agent for proper system coordination. Engine coolant temperature, oil pressure, and battery charge level along with generator voltage, amperes, and frequency shall be monitored throughout the test.

Cleaning

- L. Upon completion of installation, inspect system components. Remove paint splatters and other spots, dirt, and debris. Touch up scratches and mars of finish to match original finish. Clean components internally using methods and materials recommended by manufacturer.

Demonstration

- M. Training: Engage a factory-authorized service representative to demonstrate adjustment, operation, and maintenance of system and to train OWNER's maintenance personnel as specified below:

1. Conduct a minimum of 8 hours of training
2. Schedule training with at least 7 days advance notice.

Spare Parts

N. Provide the following spare parts for each generator unit:

1. Three sets fuel oil filter elements and gaskets.
2. Three lubricating oil filter elements and gaskets.
3. One air cleaner filter element.
4. Two sets packing for each auxiliary pump.
5. Two sets V-belts for pump drives.

Warranty

- O. The entire engine-generator assembly shall be covered by a manufacturer's express written warranty for not less than one full year from the date of delivery and acceptance

PART 4 METHOD OF MEASUREMENT & BASIS OF PAYMENT

Generator. Payment will be made at the contractor lump sum price for the generator as shown on plans and as necessary for the installation of the various equipment and materials for the generator and associated automatic transfer switch (ATS), bollards, concrete foundation, sawcutting and removal of existing asphalt. The price includes all materials, equipment, labor, materials testing and incidentals necessary to complete the work.

END OF SECTION 26 32 13

SECTION 15010 GENERAL MECHANICAL PROVISIONS

PART 1 GENERAL

Scope of Work: The Work Covered by This Specification Shall Include Furnishing All Labor, Materials, Equipment and Services to Construct and Install The Complete Mechanical System As Shown On The Drawings And Specified Herein. Verify All Conditions on The Job Site and Lay Out Work Accordingly.

Quality Assurance

A. Regulatory requirements:

1. All work, installations, materials, and equipment shall comply with the provision of the following codes, standards, and regulations.
 - i. State of Washington mechanical specialty code. (MSC)
 - ii. State of Washington plumbing specialty code. (UPC)
 - iii. State of Washington structural specialty code. (IBC)
 - iv. National electrical code. (NEC)
 - v. National fire protection agency. (NFPA)
 - vi. All city, county, state and federal applicable laws and regulations.
 - vii. Regulations and standards set forth by ASME, ASHRAE, SMACNA, AGA AND ARI.
2. Electrical products shall bear the U.L. label.

Project Conditions:

- A. Existing conditions: prior to bidding, verify and become familiar with all existing conditions by visiting the site and include all factors which may affect the execution of this work. Include all related costs in the initial bid proposal.
- B. Coordinate exact requirements governed by actual job conditions. Check all information and report all discrepancies before fabrication work. Report changes in the time to avoid unnecessary work. Make changes as directed by owner's representative.

Warranty:

- A. Provide a written guarantee covering the work of this division for a period of one calendar year form the data of acceptance of the entire project as required by the general provisions.

- B. Provide manufacturer's written warranties for material and equipment furnished under this division insuring parts and labor for a period of one year from the date of acceptance of the entire project.
- C. Correct warranty items promptly upon notification.

Operations and Maintenance Data:

- A. Prior to final inspection, provide three (3) copies of manufacturer's maintenance manuals for each piece of equipment or items requiring service. Manual shall include manufacturer's operation and maintenance instruction manuals and parts list for each piece of equipment or item requiring servicing. Include in the manual manufacturer's service data, wiring diagrams and parts lists for all major items of equipment, valve charts, balancing data, final control diagrams showing final set points and any additional equipment added by contract modification. Comply with provisions of section 01700 where applicable.
- B. Submit bound in 8-1/2 x 11 inch text pages, three ring binders with durable plastic covers.
 - 1. Prepare binder covers with printed title "operation and maintenance instructions", title of project, and subject matter of binder when multiple binders are required.
 - 2. Internally subdivide the binder contents with permanent page dividers, logically organized with tab titling clearly printed under reinforced laminated plastic table.

Submittals:

- A. Shop drawings: the contract drawings indicate the general layout of the piping, ductwork, and various items of equipment. Prepare and submit for review shop drawings of all installation not detailed on the contract drawings and all changes to the contract drawings.
- B. Product data:
 - 1. Submit for review manufacturer's detailed shop drawings, specifications, and stat sheets for all equipment to be furnished, as well as any wiring diagram showing field installed wiring and devices. Arrangement of mechanical equipment has been based on items of specific manufacturer intended as somewhat typical of several makes, which may be approved.
 - 2. Indicate construction, capacities, accessories, etc. Manufacturer's abbreviations or codes are not acceptable.
 - 3. List the name of the motor manufacturer for each piece of equipment.

C. Submission requirements:

1. Shop drawings and product data:
 - i. Submit all equipment and product data for work of division 15 together in a group in a 3-ring loose-leaf binder, with each item filed under a tab, and labeled with its respective specification section number, article and paragraph, and mark if applicable.
 - ii. Include a complete index in the original submittal. Indicate both original items submitted and note stragglers that will be submitted at a later date to avoid delay in submitting.
 - iii. Additional product data submitted after return of the original binder shall include a tab similar to the originally submitted. Upon receipt of the return submittal, insert them in the previously submitted binder.
 - iv. Refer to section 01340 for number of shop drawing copies to be submitted.
 - v. Indication of unit, model, features, etc being submitted must be marked by bold arrow, bold circle or other clear means that will reproduce in black and white. Use of highlights, colored text or other colored indicators cannot be used.
2. Sample: submit samples required by each section of division 15 at the same time that shop drawings and product data are submitted.

D. It shall be the contractor's responsibility to:

1. See that all submittals are in proper order.
2. Ensure that all equipment will fit in the space provided.
3. Assure that all deviation from drawings and specification are specifically noted and called to the attention of the engineer/architect/contracting officer in the submittals. Failure to comply will void approval automatically.
4. Deviation, discrepancies, and conflicts between the submittals and the contract documents discovered prior to or after the review process shall not relieve the contractor of this responsibility to comply with the contract documents.

E. Electronic submission requirements:

1. Shop drawings and product data:
 - i. Submit all equipment and product data for work of Division 15 together in a group in a single pdf format file, with each item filed behind a cover sheet, and labeled with its respective specification section number, article and paragraph, and mark if applicable.
 - ii. Include a complete index in the original submittal. Indicate both original items submitted and note stragglers that will be submitted at a later date to avoid delay in submitting.

- iii. Additional product data submitted after return of the original file shall include a cover sheet similar to that originally submitted. Upon receipt of the return submittal, insert them in the previously submitted electronic file.
- iv. Submission of overall line or general catalog data will not be accepted, submittals must be tailored to specific model being submitted on.
- v. Indication of unit, model, features, etc. being submitted must be marked by bold arrow, bold circle or other clear means that will reproduce in black and white. Use of highlights, colored text or other colored indicators cannot be used.
- vi. Electronic submissions review and comment will be in electronic pdf format only. Submission in an electronic format will be considered acceptance of this review process and format.
- vii. Refer to division 1 for number of shop drawing copies to be submitted.

Start-Up:

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify owner's representative seven days prior to start-up of each item.
- C. Verify that each piece of equipment of system has been checked prior to start-up for proper lubrication, drive rotation, belt tension, control sequence, or other conditions, which may cause damage.
- D. Verify that tests, meter readings and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are completed and tested.
- F. Execute start-up under supervision of responsible manufacturer's representative or contractor's personnel in accordance with manufacturer's instructions.

Fees, Permits and Inspections: The Contractor Is Responsible to Apply for and Obtain All Necessary Permits, Fees, and Inspections Required by Any Public Authority Having Jurisdiction. Refer To General Conditions for Additional Information.

Definitions:

- A. "Furnish": means to supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- B. "Install": describes operations at project site including actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations.
- C. "Provide": means to furnish and install, complete and ready for intended use.

PART 2 PRODUCTS

Material:

- A. All materials and products used for construction shall be new, of the best grade, and latest products as listed in printed catalog data. All articles of a kind shall be the standard product of a single manufacturer. Trade names and manufacturers names denote a character and quality of equipment desired and shall no be construed as limiting competition.
- B. Asbestos: do not use products made of or containing asbestos.

Quality Assurance

- A. Refer to section 01640 material and equipment for information regarding available alternatives to materials and equipment specified herein. Product listings are for informational purposes only and establish a general standard of quality.
- B. Provide products which are compatible with other portions of the work and provide products with the proper and correct power and fuel burner characteristics and similar adaptations for the project.

Inspection:

- A. All work and materials are subject to field observation at any and all times by the owner's representative.
- B. The contractor shall notify the owner's representative a minimum of two days prior to testing any piping system which must be witnessed and accepted before it is covered up or enclosed.
- C. If an observer finds any material or work not conforming to these specifications, within three days after being notified, remove the materials from the premises and replace with approved materials. If the material has been installed, the entire expense of removing and replacing shall be borne by the contractor.

PART 3 EXECUTION

Equipment Protection

- A. Keep pipe, ductwork and conduit openings closed by means of plugs or caps to prevent the entrance of foreign matter. Protect piping, conduit, ductwork, fixtures, equipment, and apparatus against dirty water, chemical or mechanical damage both before and after installation. Restore damaged or contaminated fixtures, equipment or apparatus to original conditions or replace at no cost to the owner.
- B. Protect bright finished shafts, bearing housings, and similar items until in service. No rust will be permitted.

- C. Cover or otherwise suitably protect equipment and materials stored on the job site.

Cleaning

- A. General: clean mechanical and plumbing equipment, fixtures, piping and ductwork of stampings and markings (except those required by codes), iron cuttings, and other refuse.
- B. Painted surfaces: clean scratched or marred painted surfaces of rust or other foreign matter and paint with matching color industrial enamel, except as otherwise noted.
- C. Before operating any equipment or systems, make thorough check to determine that systems have been flushed and cleaned as required and equipment has been properly installed, lubricated, and serviced. Check factory instructions to see that installations have been made accordingly and that recommended lubricants have been used.
- D. Use particular care in lubricating bearings to avoid damage by over-lubrication and blowing out seals. Check equipment for damage that may have occurred during shipment, after delivery or during installation. Repair damaged equipment as approved or replace with new equipment.

Layout And Coordination

- A. Site examination: before starting work, carefully examine site and all contract drawings so as to become thoroughly familiar with conditions governing work on this project. Verify all indicated elevations, building measurements, roughing-in dimensions, and equipment locations before proceeding with any of the work.
- B. The existence of any wires, conduits, pipes, ducts or other service facilities is shown in a general way only. It will be the duty of the contractor to visit the site and make exact determination of the existence of any such facilities prior to submitting a bid. It is understood that the contractor will be responsible for making the exact determination of the location and condition of these facilities.
- C. The location of all utilities indicated on the plans is taken from existing public records. The exact location and elevation of all public utilities must be determined by the contractor. It shall be the duty of the contractor to ascertain whether any additional facilities other than those shown may be present.
- D. Sleeves, insets, cast-in-place work: provide sleeves, inserts, anchoring devices, cast-in-place work, etc. Which must be set in concrete sequenced at the proper time for the project schedule.
- E. Coordination:
 - 1. Where the work must be sequenced and positioned with precision in order to fit into the available space, prepare accurate scale shop drawings showing the actual physical dimensions required for the installation and submit prior to purchase-fabrication-installation of any of the elements involved in the coordination.

2. Cooperate with other trades in furnishing material and information for sleeves, bucks, chases, mountings, backing, foundations, and wiring required for installation of mechanical items.
 3. Coordinate all work with other trades and determine in advance where interfacing of the mechanical work and other work are required to be connected together. Provide all materials and equipment to make those connections. Submit shop drawings showing required connections where special conditions exist.
- F. Discrepancies: report immediately any error, conflict or discrepancy in plans, specifications and/or existing conditions. Do not proceed with any questionable items of work until clarification of same has been made. Should rearrangement or re-routing of ducts or piping be necessary, provide for approval the simplest layout possible for that particular portion of the work.

Temporary Facilities and Controls

- A. Permanent mechanical systems' equipment utilized for temporary heating, ventilating, and cooling shall be started with all controls and safeties installed and operational. Start-up shall be done by a factory approved mechanic only.
- B. Owner's warranties shall not be abridged by contractor's use of the permanent systems' equipment prior to final acceptance. Warranty period shall begin at final completion.

Mechanical Work Closeout

- A. Record drawings: submit record set of drawings required in Section 01340, submittals and as previously specified in this section.
- B. Closeout equipment/systems operations: sequence operations properly so that work of project will not be damaged or endangered. Coordinate with seasonal requirements. Operate each item of equipment and each system in a test run of appropriate duration with the architect present, and with the owner's operating personnel present, to demonstrate sustained, satisfactory performance. Adjust and correct operations as required for proper performance. Clean and lubricate each system, and replace dirty filters, excessively worn parts and similar expendable items of the work.
- C. Operation and instruction: provide 24 hours of on-site training to owner's personnel on all mechanical systems and equipment. Training shall include maintenance, lubrication, troubleshooting and repair. Contractor shall provide necessary written manuals and training aides explaining operational diagrams, emergency and alarm provisions, sequencing requirements, seasonal provisions, security, safety, and similar features of the installed system. Six (6) copies of written manuals shall be left with owner at end of training.

END OF SECTION 15010

SECTION 15050 BASIC MCHANICAL MATERIALS AND METHODS

PART 1 GENERAL

Section Includes:

- A. Items common to more than one section of Division 15 and general construction procedures and products. Work described in this section applies to all sections of Division 15.

Storage And Handling:

- A. Deliver materials to the project site with manufacturer's labels intact and legible. Handle materials with care to avoid damage. Store materials inside protected from weather, dirt, and construction dust. Where necessary to store outside, elevate well above grade and enclose with durable, waterproof wrapping. Label equipment as soon as it arrives at job site.

Submittals:

- A. Submit product data under provisions of Section 15010 and Division 1.
- B. Provide submittals for:
 - 1. Access Panels
 - 2. Pipe Sleeves
 - 3. Piping And Equipment Identification

PART 2 PRODUCTS

Quality Assurance:

- A. Refer to Section 15770 HVAC for information regarding available alternatives to materials and equipment specified herein. Product listings are for informational purposes only and establish a general standard of quality.
- B. Provide products which are compatible with other portions of the work and provide products with the proper and correct power and fuel burner characteristics and similar adaptations for the project.

Materials:

- A. All materials and products used for construction shall be new, of the best grade, and the latest products as listed in printed catalog data.
- B. All articles of a kind shall be the standard product of a single manufacturer.

- C. Provide products which are compatible with other portions of the work and products which have the proper electrical power and fuel-burning characteristics for this project.
- D. Trade names and manufacturers' names denote the character and quality of equipment desired and shall not be construed as limiting competition.

Electrical Equipment:

- A. Equipment wiring: Interconnecting wiring within or on a piece of mechanical equipment shall be provided with the equipment unless required otherwise. Provide all necessary field wiring and devices from the point of connection indicated on the electrical drawings to each equipment item.
- B. Control wiring: all control wiring for mechanical equipment shall be provided under Section 15900, Controls and Instrumentation.
- C. Codes: all electrical equipment and products shall bear the U.L. and/or C.S.A. label as required by governing codes and ordinances. Refer to paragraph 1.3, quality assurance for definition of testing agency certification requirements.

Machinery Guards

- A. Furnish guards for protection on all rotating and moving parts of equipment. Provide guards for all metal fan drives and motor pulleys, regardless of being enclosed in a metal cabinet.
- B. Design guards so as not to restrict air flow at fan inlets resulting in reduced capacity.
- C. Provide 2-1/2 inches diameter access opening holes in guards for easy use of tachometers at pulley centers. Guards shall be easily removable for pulley adjustment or removal and changing of belts.
- D. All guards shall meet OSHA requirements including back plates.

Access Panels

- A. Access panels shall have same fire rating as surface where mounted.
- B. Provide flush key cylinder locks on all access panels less than 8 feet above the floor in public spaces. Turn keys over to owner at project completion. Screwdriver latches on all others.
- C. Steel, 24" x 24" or as required. Complete with steel frame, hinged locating door, and prime coat finish. Type to match building construction.
- D. Manufacturers: Inryco/Milcor Style Dw, K Or M panels as required by construction. Bilco, Potter-Roemer or accepted substitute.

Pipe Sleeves

- A. Interior wall sleeves: 12 gage galvanized steel, flush with wall on both sides.
- B. Interior floor sleeves: 12 gage galvanized steel and extend 2-inches above finished floor.
- C. Exterior wall sleeves: cast iron, flush with wall on both sides.
- D. On grade floor sleeves: same as exterior wall sleeves.

Roof Flashing

- A. Use flashing products specifically designed for and compatible with metal roofing system used.

Miscellaneous Steel

- A. Provide steel as required for adequate support of all mechanical equipment, angle, or channel, I or H sections as required by application. Provide suitable base plates for stands and anchors for hanging equipment. Drill support holes only in flanges of structural center of length as possible. Apply on coat of black rust inhibitive enamel primer to shop fabricated items before delivery to job; other painting as specified herein. Provide shop drawings of supports especially constructed for this project. Burning of holes is not permitted.

Identification Markers

- A. Pipe markers:
 - 1. Adhesive pipe markers of width, letter size and background color conforming to ANSI A13.1.
 - 2. Acceptable manufacturers: Brady B350 with banding tape. Seaton, Zeston, Porter or accepted substitute.
- B. Nameplates:
 - 1. Engraved nameplates, 1/16 inches thick, laminated 3-ply plastic, center ply white, outer ply black, letters formed by exposing center ply.
 - 2. Size: 3 inches by 5 inches nameplates with 1/4-inch high letters.
 - 3. Manufacturers: Lamicoid. Seaton, Brady, Zeston or accepted substitute.
- C. Valve tags:
 - 1. 1-1/2 inches diameter, 18-gauge polished brass tags with 3/16-inch chain hole and 1/4 inch high stamped, black-filled service designation.
 - 2. Manufacturers: Seaton Style 250-BI, Brady, Zeston, or accepted substitute.

D. Lettering and graphics:

1. Coordinate names, abbreviations and other designations used in mechanical identification work with designations shown or scheduled. Provide numbers, lettering and wording as indicated for identification of mechanical systems and equipment.
2. Multiple systems: where multiple systems of same name are shown provide identification which indicates individual equipment number as well as service (examples: chiller (CH) no. 1, chiller (CH) no. 2, air conditioning unit no. 1 (AC) no. 1, air conditioning unit (AC) no. 2.)

Valve Schedules

- A. Schedules: valve schedule for each piping system, typewritten and reproduced on 8-1/2 by 11-inch paper. Indicate valve number, piping system, location of valve (room or space) and normal setting (open, closed, etc.). Mark valves which are intended for emergency shutoff and similar uses by special notation. In addition to mounted copies, furnish five (5) extra copies for maintenance manuals.

Concrete for Mechanical Work

- A. Provide strength classes per uniform building code Chapter 19.

PART 3 EXECUTION

Access Panels

- A. Furnish and install access panels required for mechanical work. Access panels shall have same fire ratings as surface where mounted. Furnish panels of adequate size for valves and equipment requiring service and installed above ceilings, behind walls or in furring, complete with correct frame for type of building construction involved. Exact size, number and location of access panels are not necessarily shown. Use no panel smaller than 12 inches by 12 inches for simple manual access or smaller than 16 inches by 20 inches where personnel must pass through. Paint with color and finish to match surrounding architectural features, where exposed.

Pipe Sleeves

- A. Sleeves: Large enough in diameter to provide 1/4-inch clearance around pipes or insulation. Caulk with watertight rated, UL listed foam-in-place barrier.
- B. Layout: Lay out work in advance of pouring of slabs or construction of wall and furnish and set inserts and sleeves necessary to complete the work.
- C. Coordination: Cutting or patching required as a result of lack of coordination of this operation shall be at no change in contract amount.

Mechanical Equipment Wiring

- A. Provide all mechanical equipment motors, automatic temperature, limit, float, and similar control devices required, with wiring complete from power source indicated on electrical drawings.
- B. Provide properly rated motor overload and under voltage protection and all manual or automatic motor operating devices for all mechanical equipment.
- C. Equipment and systems shown on the drawings and/or specified, are based upon requirements of specific manufacturers which are intended as somewhat typical of several makes which may be approved. Provide all field wiring and/or devices necessary for a complete and operable system including controls for the actual selected equipment/system.
- D. Provide all starters for mechanical motors. Review electrical specifications and drawings to determine which mechanical motor starters will be provided under the electrical specification sections and provide all others.

Mechanical System Identification

- A. Piping system: Indicate each pipe system by its generic name (abbreviated) as shown; except vent and drainage piping. Comply with ANSI A13.1 for marker locations, letter sizes, and colors. Include arrows to show direction of flow and "electric traced" signs to identify heat cable wrapped piping.
- B. Valve identification: Tag all valves with brass disc and chain. Prepare valve charts indicating valve number, size, location, function, and normal position. Use no duplicate numbers in plumbing and heating systems. Mount glazed frames containing one set of valve charts in the building as directed.
- C. Each new piece of equipment shall bear a permanently attached identification plate, listing the manufacturer's name, capacities, sizes, and characteristics. In addition to the manufacturer's identification plate, provide nameplates of black phenolic resin laminate and identify new equipment by name and number ½" high letters.
- D. Mount valve schedule(s) as directed by architect or owner.

Accessibility

- A. Locate valves, thermometers, cleanout fittings and other indicating equipment or specialties requiring frequent reading, adjustments, inspection, repairs and removal or replacement conveniently and accessibly with reference to the finished building.
- B. Thermometers and gages: Install thermometers and gages so as to be easily read from the floors, platforms and walkways.

Installation

- A. Locating and positioning equipment: Comply with all codes, regulations and observe good common practice in locating and installing mechanical equipment and material so that completed installation presents the least possible hazard. Maintain adequate clearances for repair, service and operation to all equipment and comply with code requirements. Set all equipment level or as recommended by manufacturer.
- B. Arrangement: Arrange ductwork and piping parallel with primary lines of the building construction, and with a minimum of 7' overhead clearance in all areas where possible. Conceal all piping and ductwork. Locate operating and control equipment properly to provide easy access. Give right-of-way to piping which must slope for drainage. Set all equipment level as recommended by manufacturer. Under no conditions shall beams, girders, footings or columns be cut for mechanical items. Casting of pipes into concrete is prohibited unless so shown on drawings.
- C. Anchorage: Anchor and/or brace all mechanical equipment, piping, and ductwork to resist displacement due to seismic action, include snubbers on equipment mounted on spring isolators.
- D. Drip pans: Provide drip pans under all domestic hot water heaters and all above ceiling in-line pumps and cooling coils. Locate pan immediately below piping and equipment and extend a minimum of 6 inches on each side and lengthwise 18 inches beyond equipment being protected. Fabricate pans 2 inches deep, or reinforced sheet metal (20-gauge copper, or 16 gauge steel with 2 ounces zinc finish hot dipped after fabrication) with rolled edges and soldered or welded seams. Provide 3/4 inch copper drainage piping, properly discharged to over floor drain or as shown on the drawings. Comply with mechanical code sections 310 and 1105 for overflow protection and pipe sizing.
- E. Adjusting: Adjust and calibrate all automatic mechanical equipment, mixing valves, flush valves, float devices, etc. Adjust flow rates at each piece of equipment or fixture.
- F. Building vapor barrier: Wherever the building insulation vapor barrier is penetrated by mechanical piping, hangers, conduits, ductwork, etc., provide clear self-adhesive tape recommended by the insulation manufacturer around the penetrations.

System Adjustment

- A. Adjust and calibrate all automatic mechanical equipment, mixing valves, flush valves, float devices, etc. Adjust flow rates at each piece of equipment or fixture. Open and close all shutoff and control valves several times to insure tight glands.

Cutting And Patching

- A. General: Comply with the requirements of division 1 for the cutting and patching of other work to accommodate the installation of mechanical work. Do all necessary cutting and patching of existing yard surfaces required for completion of the mechanical work. Patch to match finish and color of adjacent surfaces.

END OF SECTION 15050

SECTION 15140 SUPPORTS AND ANCHORS

PART 1 GENERAL

Work Included:

- A. Provide pipe, ductwork and equipment hanger, support, anchors, and all related items for complete systems.

Quality Assurance:

- A. Provide pre-manufactured horizontal piping and ductwork hangers, clamps, hanger rod, shields, supports, etc.
- B. Seismic requirements: Provide seismic restraints in accord with the latest edition of "Seismic Restraint Manual Guidelines" as published by SMACNA. Seismic Hazard Level (SHL) of "A". A lower SHL will be allowed provided the contractor provides calculations stamped by a registered professional structural engineer in the state where the project is located indicating a lower SHL is acceptable.

Submittals:

- A. Submit product data under provisions of Section 15050.
- B. Submit construction details, and performance characteristics for each type and size of anchor, hanger, and support.

PART 2 PRODUCTS

Hangers and Supports:

- A. Listed Types: The Manufacturers Standardization Society (MSS) Piping Types listed with Grinnell figure numbers in parentheses where applicable (or other manufacturers as noted). ITT Grinnell, Elcen, Michigan, Super Strut, Kindorf, Unistrut or accepted substitute.
- B. Horizontal piping hangers and supports:
 - 1. Adjustable Clevis Hanger: MSS Type 1 (Fig. 260).
 - 2. Adjustable Band Hanger: MSS Type 7 (Fig. 97), fabricated from steel.
 - 3. Adjustable Swivel-Band Hanger: MSS Type 10 (Fig. 70).
 - 4. Clamp: MSS Type 4 (Fig. 212, 216).
 - 5. Double-Bolt Clamp: MSS Type 3 (Fig. 295A, 295H), including pipe spacers.
 - 6. Pipe Anchors: (Carpenter & Peterson Fig. 145CI) Steel weld type to pipe for sizes up to 20 inches in diameter.

7. Single-Roll Support: MSS Type 42 (Fig. 174), including axle-roller and threaded sockets.
8. Adjustable Roller Hanger: MSS Type 43 (Fig. 181), including axle-roller and clevis.
9. Adjustable Roll/Base: MSS Type 46 (Fig. 274), including roller, adjustable base and stand.
10. Rollers for Channel Support Systems: Grinnell Fig. 1901, 1902, 1911, 815, or 816 for pipe sizes up to 18 inches in diameter.
11. Sliding Support Base: MSS Type 35 (Grinnell 600 series). Base and guide.
12. Adjustable Saddle-Support: MSS Type 36 (Fig. 258) and MSS Type 37 (Fig. 259), including saddle, pipe and reducer. Fabricate base-support from steel pipe and include cast-iron flange or welded-steel plate.

C. Equipment and piping supports:

1. Channel Support System: Galvanized, 12-gauge channel and bracket support systems, single or double channel as indicated on the Drawings or as required by piping and equipment weights. Grinnell "Power "Strut" channel.
2. Steel Brackets: Welded structural steel shapes complying with one of the following:
 - i. Light Duty: MSS Type 31 (Fig. 194).
 - ii. Medium Duty: MSS Type 32 (Fig. 195).
 - iii. Heavy Duty: MSS Type 33 (Fig. 199).

D. Vertical pipe clamps:

1. Two-Bolt Riser Clamp: MSS Type 8 (Fig. 261).
2. Four-Bolt Riser Clamp: MSS Type 42 includes pipe spacers at inner bolt holes.

E. Hanger rod attachment:

1. Hanger Rod: Right hand threaded, (Grinnell Fig. 140 or 146 for all sizes).
2. Turnbuckles: MSS Type 13 (Fig. 230).
3. Weldless Eye-Nut: MSS Type 17 (Fig. 290).
4. Malleable Eye-Socket: MSS Type 16 (Fig. 110R).
5. Clevises: MSS Type 14 (Fig. 299).

F. Building attachments:

1. Concrete Inserts: MSS Type 18 (Fig. 282), steel or Grinnell Power-Strut PS349 continuous channel.
2. Clamps: MSS Type 19 (Fig. 285, 281), Type 20, 21 (Fig. 225, 226, 131), Type 23 (Fig. 86, 87, 88), Type 25 (Fig. 227), Type 27 through 30 where applicable.

Saddles and Shields:

- A. Listed Types: The Manufacturers Standardization Society (MSS) Piping Types listed with Grinnell figure numbers in parentheses where applicable (or other manufacturers as noted).
- B. Protection Saddles: MSS Type 39 (Fig. 160).
- C. Protection Shields: MSS Type 40 (Fig. 167).
- D. Pre-insulated Pipe Supports: Pipe Shields Inc. or accepted substitute.
 - 1. Pipe supported on rods - Model A1000, through A4000 and A9000.
 - 2. Pipe supported on flat surfaces - Model A1000, A2000, A5000 through A7000.
 - 3. Pipe supported on pipe rolls - Model A3000 through A6000 and A8000.

Miscellaneous Hanger Materials:

- A. Metal Framing: Provide products complying with NEMA STD ML 1.
- B. Steel Plates, Shapes and Bars: ASTM A-36.
- C. Cement Grout: Portland Cement (ASTM C-150, Type I or Type III) and clean uniformly graded, natural sand (ASTM C-404, Size No. 2). Mix at a ratio of 1.0-part cement to 3.0 parts sand, by volume with only the minimum amount of water required for placement and hydration.
- D. Heavy Duty Steel Trapezes: Fabricate from steel shapes selected for the loads required; weld steel in accordance with AWS Standards.
- E. Pipe Guides: Provide factory-fabricated guides, of cast semi-steel or heavy fabricated steel, consisting of a bolted two-section outer cylinder and base with a two-section guiding spider bolted tight to the pipe. Size guide and spiders to clear pipe and insulation (if any), and cylinder. Provide guides of the length recommended by the manufacturer to allow indicated travel.
- F. Standard Bolts and Nuts: ASTM A 307, Grade A.
- G. Concrete Anchors: Rawl Lok/Bolt, Hilti "HSL," ITT Phillips, Red Head Wedge Anchors, Ramset Trubolt or Dynabolt or accepted substitute.
- H. Shop Primer: Manufacturer's standard rust inhibitive primer.

PART 3 EXECUTION

Installation Of Hangers and Supports:

- A. General: Proceed with the installation of hangers, supports and anchors only after the required building structural work has been completed in areas where the work is to be installed. Correct inadequacies including (but not limited to) the proper placement of inserts, anchors, and other building structural attachments.
1. Install hangers, supports, clamps, and attachments to support piping and equipment properly from the building structure. Use no wire or perforated metal to support piping, and no support from other piping or equipment. For exposed continuous pipe runs, install hangers, and supports of the same type and style as installed for adjacent similar piping.
 2. Prevent electrolysis in the support of copper tubing using hangers and supports which are copper plated, or by other recognized industry methods.
 3. Arrange supports to prevent eccentric loading of joists and joist girders. Locate supports at panel points only.
 4. Install hangers and supports to provide the indicated pipe slopes, and so that maximum pipe deflections allowed by ANSI B31 are not exceeded. Comply with the following installation requirements:
 - i. Clamps: Attach clamps, including spacers (if any), to piping outside the insulated piping support. Do not exceed pipe stresses allowed by ANSI B31.
 - ii. Insulated Pipe Supports: Insulated pipe supports shall be supplied and installed on all insulated pipes and tubing.
 - iii. Load Rating: All insulated pipe supports shall be load rated by the manufacturer based upon testing and analysis in conformance with ASME B31.1, MSS SP-58, MSS SP-69, and MSS SP-89.
 - iv. Support Type: Manufacturer's recommendations, hanger style and load shall determine support type.
 - v. Insulated Piping Supports: Where insulated piping with continuous vapor barrier or where exposed to view in finished areas is specified, install hard maple wood insulation shields (Elcen Fig. 216) or steel pipe covering protection shields (MSS type 39) at each hanger.
- B. Provisions for movement:
1. Install hangers and supports to allow controlled movement of piping systems and to permit freedom of movement between pipe anchors, and to facilitate the action of expansion joints, expansion loops, expansion bends and similar units.
 2. Install hangers and supports so that equipment and piping live and dead loading and stresses from movement will not be transmitted to connected equipment.

C. Pipe hangers and supports:

1. Vertical Spacing: Support at base, every floor height not exceeding 10 feet and required by Code and just below roof line.
2. Screwed or Welded Steel or Copper Piping: Maximum hanger spacing shall be as follows:

Steel	Copper	
1-1/4 inches and smaller	6-foot span	5-foot span
1-1/2-inch pipe	9-foot span	6-foot span
2-inch pipe	10-foot span	10-foot span
2-1/2-inch	11-foot span	10-foot span
4 inches and larger	12-foot span	10-foot span

3. Install additional hangers or supports at concentrated loads such as pumps, valves, etc. to maintain alignment and prevent sagging.
4. Install hangers to provide minimum 1/2-inch space between finished covering and adjacent work.
5. Place a hanger within 12 inches of each horizontal elbow.
6. Support Rod: Hanger support rods sized as follows:

Pipe Size	Rod Diameter	Max. Load
2 inches and smaller	3/8-inch	610 lb.
2-1/2 to 3 inches	1/2-inch	1130 lb.
4 inches	5/8-inch	1810 lb.
6 inches	3/4-inch	2710 lb.
8 through 12 inches	7/8-inch	3770 lb.

- D. Adjust hangers and supports to bring piping to proper levels and elevations.
- E. Provide all necessary structural attachments such as anchors, beam clamps, hanger flanges and brackets in accordance with MSS SP-69. Attachments to beams wherever possible. Support suspended from other piping, equipment, metal decking, etc., are not acceptable.
- F. Horizontal banks of piping may be supported on common steel channel member spaced not more than the shortest allowable span required on the individual pipe. Maintain piping at its relative lateral position using clamps or clips. Allow lines subject to thermal expansion to roll axially or slide. Size channel struts for piping weights.

Installation Of Anchors:

- A. Install anchors at the proper locations to prevent stresses from exceeding those permitted by ANSI B31, where recommended in SMACNA "Seismic Restraint Manual" or exceeding manufacturer's recommended loading, and to prevent the transfer of loading and stresses to connected equipment.
- B. Welding: Provide anchor by welding steel shapes, plates and bars to the piping and/or equipment and to the structure. Comply with ANSI B31 and AWS standards and SMACNA "Seismic Restraint Manual."
- C. Bolting: Provide standard plate washers under heads and nuts of bolts bearing on wood. Soap threads of lag bolts prior to installing.
- D. Structural Blocking: Locate as indicated and as required to support mechanical piping and equipment.
- E. Where expansion compensators are indicated, install anchors in accordance with the expansion unit manufacturer's written instructions, to limit movement of piping and forces to the maximum recommended by the manufacturer of each unit.
- F. Anchor Spacings: Install anchors at the ends of principal pipe runs at intermediate points in pipe runs between expansion loops and bends. Make provisions for presetting of anchors as required to accommodate both expansion and contraction of piping.
- G. Painting: Refer to Section 15050.

Roof Equipment Supports, Equipment Curbs and Pipe Curbs Assemblies:

- A. Provide prefabricated units for all roof penetrations for mechanical equipment. Set supports on the structural deck. Do not set supports on insulation or roofing. Provide level supports by prefabricated slope built into curb.
- B. Equipment supports: Provide roof mounted equipment which does not require structural roof deck penetration.
- C. Equipment Curbs: Provide equipment which requires structural roof deck penetration other than piping or conduit.
- D. Pipe Curb Assemblies: Provide piping and electrical conduit which penetrates the roof deck to service equipment above the roof.

END OF SECTION 15140

SECTION 15240 MECHANICAL EQUIPMENT, SOUND, SEISMIC AND VIBRATION ISOLATION

PART 1 GENERAL

Work Included:

- A. Provide seismic, sound and vibration isolation with all related components for mechanical equipment specified elsewhere.

References, Codes, And Standards:

- A. ASHRAE - Guide to Average Noise Criteria Curves.
- B. Seismic Requirements: Seismic restraint manual, latest edition, SMACNA.
- C. IBC.
- D. State and local codes.
- E. NFPA.

Quality Assurance:

- A. Maintain ASHRAE criteria for average noise criteria curves for all equipment at full load condition.

Submittals:

- A. Submit shop drawings and product data under provisions of Section 15010.
- B. Provide submittals for products as follows:
- C. Descriptive Data: Catalog cuts or data sheets on vibration isolators and specific restraints detailing compliance with the specification. Detailed schedules of flexible and rigidly mounted equipment, showing vibration isolators and seismic restraints by referencing numbered descriptive drawings.
- D. Shop Drawings: Submit fabrication details for equipment bases including dimensions, structural member sizes and support point locations. Provide all details of suspension and support for ceiling hanging equipment. Where walls, floors, slabs, or supplementary steel work are used for seismic restraint locations, details of acceptable attachment methods for ducts, conduit, and pipe to be included. Restraint manufacturers' submittals must include spacing, static loads and seismic loads at all attachment and support points. Provide specific details of seismic restraints and anchors; include number, size, and locations for each piece of equipment.

- E. Seismic Certification and Analysis: Seismic restraint calculations to be provided for all connections of equipment to the structure. Calculations must be stamped by a registered professional engineer licensed in Oregon. Analysis to indicate calculated dead loads, static seismic loads and capacity of materials utilized for connections to equipment structure. Analysis to detail anchoring methods, bolt diameter, embedment and/or welded length. All seismic restraint devices shall be designed to accept, without failure, the seismic force level per code requirements.

Certificates:

- A. Submit manufacturer's certificate that isolators are properly installed and properly adjusted to meet or exceed specified requirements.

PART 2 PRODUCTS

Acceptable Manufacturers:

- A. Manufacturers: Comfort Systems USA, Kinetics Noise Control, Refricenter International
- B. Equipment: Amber/Booth, Mason, Vibrex or accepted substitute.
- C. Ductwork and piping: Amber/Booth, Mason, Vibrex, I.S.A.T. or accepted substitute.
- D. Sound control: IAC, Koppers, Rink Sound Control or accepted substitute.
- E. Mason numbers used as basis of design.

Neoprene Pad (NP):

- A. 5/16" thick neoprene pad consisting of square waffle modules minimum size 2-inch x 2-inch. Load distribution to be sized as required. Mason "W".

Spring Isolators with Neoprene (SIN):

- A. Free standing and laterally stable without any housing and complete with a molded neoprene cup or 1/4" neoprene acoustical friction pad between the baseplate and the support. All mountings shall have levelled bolts that must be rigidly bolted to the equipment. Spring diameters to be no less than 0.8 of the compressed height of the spring at rated load. Springs to have a minimum additional travel to solid equal to 50% of the rated deflection. Mason "SLF".

Spring Isolators with Neoprene, Limited Travel (SINLT):

- A. Restrained spring mountings to have an SLF mounting as described in B above, within a rigid housing that includes vertical limit stops to prevent spring extension when weight is removed. The housing serves as a block during erection. Steel spacer to be removed after adjustment. Limit stops to be out of contact during normal operation. Provide an internal isolation pad. Mason "SLR".

Spring Hangers and Neoprene (SHN):

- A. Hangers consist of rigid steel frames containing a minimum of 1-1/4" thick neoprene elements at the top and a steel spring. Seated in a steel washer reinforced neoprene cup on the bottom. The neoprene element and the cup have neoprene bushings projecting through the steel box. Spring diameters and hanger box lower hole sizes to be large enough to permit the hanger rod to swing through a 30-degree arc from side to side before contacting the rod bushing. Mason "30N".

Seismic Sway Brace (SSB):

- A. Seismic Cable Restraints to consist of galvanized steel aircraft cables sized to resist seismic loads with a minimum safety factor of two and arranged to provide all-directional restraint. Cable end connections to be steel assemblies that swivel to final installation angle and utilize clamping bolts to provide proper cable engagement. Cable assemblies Mason "SCB", "SSB", "SCBH" and "SCBV".
- B. Seismic solid braces consist of steel angles or channels to resist seismic loads with a minimum safety factor of 2 and arranged to provide all directional restraint. Seismic solid brace end connectors to be steel assemblies that swivel to the final installation angle and utilize two through bolts to provide proper attachment. Mason "SSB".
- C. Steel angles, sized to prevent buckling, to be clamped to pipe or equipment rods utilizing a minimum of three ductile iron clamps at each restraint location when required. Welding of support rods is not acceptable. Mason "SRC".
- D. Pipe clevis cross bolt braces are required in all restraint locations. Preformed channels deep enough to be held in place by bolts passing over the cross bolt. Mason "CCB".

Snubbers (SN):

- A. All-directional seismic snubbers consist of interlocking steel members restrained by a one-piece molded neoprene bushing of bridge bearing neoprene. Bushing to be replaceable and a minimum of 1/4 inch thick. Rated loadings shall exceed 100 psi. Snubber end caps to be removable to allow inspection of internal clearances. Mason "Z-1225".

Flexible Expansion Joints (FEJ):

- A. Flexible spherical expansion joints employ peroxide cured EPDM in the covers, liners, and tire cord fractioning. Solid steel rings shall be used within the raised face rubber ends to prevent pullout. Sizes 2" and larger to have two spheres reinforced with a ring between spheres to maintain shape and complete with split ductile iron and steel flanges with hooked or similar interlocks. Sizes 3/4" to 1-1/2" may have threaded bolted flange assemblies, one sphere and cable retention. 14" and smaller connectors to be rated at 250 psi up to 190 degrees F. with a uniform drop in allowable pressure to 190 psi at 250 degrees F. 16" and larger connectors are rated 180 psi at 190 degrees F. and 135 psi at 250 degrees F. Safety factors to burst and flange pullout to be a minimum of 3/1. All joints must have permanent markings verifying a 5-minute factory test at twice the rated pressure.

- B. Expansion joints to be installed in piping gaps equal to the length of the expansion joints under pressure.
- C. Submittals shall include test reports showing minimum reductions of 20 dB in vibration accelerations and 10 dB in sound pressure levels at typical blade passage frequencies on this or a similar product by the same manufacturer. Mason "SAFEFLEX", "SFDEJ", "SFEJ", "SFDCR" or "SFU" and "CR" control rods.

PART 3 EXECUTION

General:

- A. All vibration isolators, sound isolators and seismic restraint systems must be installed in strict accordance with the manufacturers written instructions and all certified submittal data.
- B. Installation of vibration isolators and seismic restraints must not stress change of position of equipment, piping, or duct work, resulting in stresses or misalignment.
- C. Coordinate work with other trades to avoid rigid contact with the building.
- D. Overstressing of the building structure must not occur because of overhead support of equipment. Contractor to submit loads to the structural engineer or record for review.
- E. Drill-in concrete anchors for ceiling and wall installation to be full diameter and the standard product of the manufacturer.
- F. Vibration isolation manufacturer to furnish integral structural steel bases as required.
- G. Where piping passes through walls, floors, or ceilings the vibration isolation manufacturer provides split wall seals.
- H. Locate isolation hangers as near to the overhead support structure as possible.

Mechanical Equipment:

- A. All mechanical equipment is to be vibration isolated and seismically restrained as per the schedule.
- B. Equipment Schedule

Equipment:

Air Handler Fans
Piping, ducts, flues

Type:

SINLT
SHN

Motors:

<10 HP	¾ inch deflection
>15 HP	1-1/2-inch deflection
>50 HP	2-inch deflection

END OF SECTION 15240

SECTION 15260 MECHANICAL INSULATION

PART 1 GENERAL

Work Included:

- A. Provide piping, ductwork and equipment insulation including jacketing, adhesive and all related accessories for complete insulated system.

Quality Assurance:

- A. Applicator: Company specializing in piping insulation application with three years minimum experience.
- B. Insulation, Jacket, and all Related Materials: Flame spread rating of 25 and smoke developed rating of 50.
- C. Codes: Comply with all applicable codes.
- D. Installation: Install in accordance with Manufacturer's recommendations.
- E. Prohibited substances: The following substances are prohibited in the State of Oregon for use in manufacturing duct insulation, wraps, or covers and pipe insulation, wraps or covers. Products containing these substances are not allowed for use.
 - 1. Pentabrominated diphenyl ether CAS#32534-81-9.
 - 2. Octobrominated diphenyl ether CAS#32536-52-0.
 - 3. Decabrominated diphenyl ether CAS#1163-19-5.

Submittals:

- A. Submit product data and installation instructions under provisions of Section 15010.
- B. Include product description, list of materials and thickness for each service, and locations.

Delivery, Storage, And Handling:

- A. Deliver product to site under provisions of Section 15010.
- B. Store and protect products under provisions of Section 15010.
- C. Store insulation in original shipping container with labeling in place. Do not install damaged insulation.

Fire Hazard Classification:

- A. Maximum fire hazard classification of the composite insulation to be not more than a flame spread of 25, fuel contributed of 50 and smoke developed of 50 as tested by ASTM E84, NFPA 255 and UL 723 method.

- B. Test pipe insulation in accordance with the requirements of UL "Pipe and Equipment Coverings R5583 400 8.15.", ASTM C1136 and ASTM C547.
- C. Test duct insulation in accordance with ASTM E84 and ASTM C1071 and bear the UL label.

Lining Materials:

- A. Materials to be mold, humidity, and erosion resistant surface to meet the requirements of UL 181.

PART 2 PRODUCTS

Acceptable Manufacturers:

- A. Insulating Manufacturers: Johns Manville, Knauf, Armstrong, Owens-Corning, Pabco, IMCOA, Certain Teed or accepted substitute.
- B. Adhesive Manufacturers: Benjamin Foster, 3M, Borden, Kingco or Armstrong.

Piping Insulation, Jacketing and Accessories:

- A. Elastomeric Foam: ASTM C534; flexible, cellular elastomeric. Thermal Conductivity value: 0.27 at 75°F. Maximum Flame Spread: 25. Maximum Smoke Developed: 50 (3/4-inch thick and below). Connection: Waterproof vapor retarder adhesive as needed. UV Protection: UV outdoor protective coating as needed.
- B. Accessories:
 - 1. Insulation Bands: 3/4 inch wide; 16-gauge stainless steel.
 - 2. Metal Jacket Bands: 0.25 thick stainless steel.
 - 3. Insulating Cement: ANSI/ASTM C195; hydraulic setting mineral wool.
 - 4. Finishing Cement: ASTM C449.
 - 5. Fibrous Glass Cloth: Untreated; 9 oz/sq yd (305 g/sq m) weight.

PART 3 EXECUTION

Preparation:

- A. Install materials after piping, ductwork and equipment has been tested and approved.

Piping Insulation Installation:

- A. Install materials in accordance with manufacturer's instructions.
- B. Continue insulation with vapor barrier through penetrations.

- C. In exposed piping, locate insulation and cover seams in least visible locations.
- D. Provide an insert, not less than 6 inches long, of same thickness and contour as adjoining insulation, between support shield and piping, but under the finish jacket, on piping 2 inches diameter or larger, to prevent insulation from sagging at support points. Inserts shall be cork or other heavy density insulating material suitable for the planned temperature range. Factory fabricated inserts may be used.
- E. Neatly finish insulation at supports, protrusions, and interruptions.
- F. Piping Insulation Schedule:

<u>PIPING</u>	<u>PIPE SIZE</u>	<u>INSULATION</u>
Refrigerant Suction/Hot Gas	All Sizes	1" elastomeric foam

- G. Pipe Fittings:
 - 1. Insulate and finish all fittings including valve bodies, bonnets, unions, flanges and expansion joints with precut fiberglass insulation and preformed PVC covers sealed to adjacent insulation jacket for continuous vapor barrier covering over all fittings.

Insulated Pipe Exposed to Weather:

- A. Cover insulation with aluminum jacket. Seal watertight jacket per manufacturer's recommendation. Provide heat tracing on piping subject to freezing.

Flexible Elastomeric Tubing:

- A. Slip insulation over piping or if piping is already installed, it should be slit and snapped over the piping. All joints and butt ends must be adhered with adhesive.

Insulation Shields:

- A. Provide full size diameter hangers and shields (18 gauge minimum) for all cold piping. Hot water piping hangers may penetrate insulation to contact piping directly.

END OF SECTION 15260

SECTION 15770 HVAC

PART 1 GENERAL

Work Included:

- A. Provide equipment as specified herein and shown in the Drawings.
- B. Equipment capacity and size as indicated in the equipment lists on the Drawings.

Quality Assurance:

- A. Air Handling Equipment: Rated in accordance with AMCA certified rating procedures and AMCA labeled.
- B. Air Conditioning and Refrigeration Equipment Rating: Rated in accordance with ARI certified rating procedures and AMCA labeled.
- C. Codes: Refer to Section 15010.

Submittals:

- A. Submit product data under provisions of Section 15010.
- B. Submit product data for manufactured products and assemblies required for this project.
- C. Indicate electrical service and duct connections on product data.
- D. Submit manufacturer's installation instructions under provisions of Section 15010.
- E. Provide Submittals for the following:
 - 1. Split System Fan Coils and Heat Pumps
 - 2. Unit Heaters
 - 3. Energy Recovery Ventilators

Delivery, Storage, And Handling:

- A. Deliver product to site under provisions of Section 15010.
- B. Store and protect products under provisions of Section 15010.
- C. Store insulation in original shipping container with labeling in place. Do not install damaged insulation.

Operation And Maintenance Data:

- A. Submit operation and maintenance data under provisions of Section 15010.
- B. Include manufacturer's descriptive literature, operating instructions, installation instructions, maintenance and repair data, and parts listing.

PART 2 PRODUCTS

Split System Fan Coils and Heat Pumps:

- A. Indoor Section: Factory fabricated unit in pre-painted steel cabinet with centrifugal fan, 30/30 two-inch disposable filters, indoor coil section constructed of aluminum plate fins bonded to non-ferrous tubing with all joints brazed, integral electric resistant heaters with minimum of three step controller, refrigerant metering device, indoor fan relay and three speed indoor fan switch.
- B. Outdoor Section: Air cooled, capacity matched with indoor section, steel cabinet with hermetically sealed compressor, mounted on rubber vibration isolators, automatically reversible oil pump, internal/external motor protection, propeller fan with direct drive motor.
- C. Controls and Protective Devices: Minimum accessories shall include high pressure stat, two low pressure stats, crankcase heater, suction line accumulator, pressure relief device, motor compressor thermal and current sensitive overload devices, positive acting timer to prevent short cycling on power failure, anti-recycle timer, head pressure controller for low ambient operations, suspension hardware for horizontal installation, freeze stat.
- D. Unit shall be ARI certified and UL labeled.
- E. Refrigerant Piping: Type "L" copper with brazed joints approved. A pre-charged refrigerant tubing set may be provided with the system by the manufacturer. Insulate gas line per manufacturer's recommendations.
- F. Manufacturers: Carrier, Lennox, Daikin, Trane, or accepted substitute.

PART 3 EXECUTION

Examination:

- A. Verify that the building is ready to receive work and opening dimensions are as illustrated by the manufacturer.
- B. Verify that proper power supply is available.

- C. Examine casing insulation materials and filter media before indoor, fixed-plate, energy-recovery unit installation.

Installation:

- A. Install in accordance with manufacturer's instructions and applicable code.
- B. Lubricate all moving and rotating parts in accordance with manufacturer's recommendation prior to start-up.
- C. All roof mounted mechanical equipment shall be supported and seismically anchored on leveled, flashed and counter flashed curbs anchored to resist seismic forces and suitable for the roof construction. Minimum curb height shall be 12 inches above the roof unless otherwise noted. Flashing into the roof is specified in another Section.
- D. Make all electrical and duct penetrations for each equipment within the curb unless shown otherwise on the Drawings. Piping and electrical conduit routed above and across the roof shall be supported on flashed and counter flashed curbs with pipe guides anchored to the curbs in "pitch pockets." Submit shop drawings on other arrangements for approval.

Filters:

- A. New filters shall be installed in units prior to air balancing and project acceptance.

PART 4 METHOD OF MEASUREMENT & BASIS OF PAYMENT

HVAC: Payment will be made at the contractor lump sum price for HVAC systems as shown on plans. The price includes all materials, equipment, labor, conduit, conductors, miscellaneous materials, testing and incidentals necessary to complete the work.

END OF SECTION 15770

SECTION 15951 CONTROLS

PART 1 GENERAL

System Description:

- A. Provide a system of low voltage electrical controls.
- B. Wiring: Shall be as required for a complete operating control system, per state and National Electric Code. Provide necessary relays, transformers, fusing, switches, and pilot lights. Interlocks and control power from nearest panel.

PART 2 PRODUCTS

Split System Thermostats:

- A. Programmable, electronic heating/cooling with concealed setting, setpoint to be adjustable. Honeywell T7315, Pro 8000 or approved. Provide opaque locking cover.

Smoke Detectors:

- A. Dual chamber ionization type with duct sampling tubes. UL approved with adjustable sensitivity. Arrange to stop associated fan on presence of smoke. Provide in return duct upstream of outside air connection and filters for all fan systems above 2000 CFM.

Transformers:

- A. Transformers selected and sized for appropriate VA capacity and installed and fused according to applicable codes. Provide wiring to the nearest suitable power source as required.

PART 3 EXECUTION

Sequence Of Operation:

- A. Split system heat pump, FC-1, FC-2, HP-1, HP-2: Room thermostats to modulate economizer cycle, cooling and heating in sequence to maintain setpoint. Provide motorized low leakage outside air dampers. Outside air dampers to be closed on fan shutdown and during unoccupied operation.
- B. Smoke Detection: Install detector per IMC and local requirements.

END OF SECTION 15951

SECTION 15990 TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 GENERAL

Work Included:

- A. Testing, adjusting, and balancing of equipment.
- B. Pipe leakage tests verification.
- C. HVAC-control system verification.

Definitions:

- A. AABC: Associated Air Balance Council.
- B. TAB: Testing, adjusting, and balancing.
- C. TABB: Testing, Adjusting, and Balancing Bureau.
- D. TAB Specialist: An independent entity meeting qualifications to perform TAB work.
- E. TDH: Total dynamic head.
- F. Codes: Refer to Section 15010.

Submittals:

- A. Qualification Data: Within 90 days of Contractor's Notice to Proceed, submit documentation that the TAB specialist and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.
- B. Qualification Data: Within 90 days of Contractor's Notice to Proceed, submit documentation that the TAB specialist and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.
- C. Contract Documents Examination Report: Within 90 days of Contractor's Notice to Proceed, submit the Contract Documents review report, as specified in Part 3.
- D. Strategies and Procedures Plan: Within 90 days of Contractor's Notice to Proceed, submit TAB strategies and step-by-step procedures, as specified in "Preparation" Article.
- E. System Readiness Checklists: Within 90 days of Contractor's Notice to Proceed, submit system readiness checklists, as specified in "Preparation" Article.
- F. Examination Report: Submit a summary report of the examination review required in "Examination" Article.

- G. Certified TAB reports.
- H. Sample report forms.
- I. Instrument calibration reports, to include the following:
 - 1. Instrument type and make.
 - 2. Serial number.
 - 3. Application.
 - 4. Dates of use.
 - 5. Dates of calibration.

Quality Assurance:

- A. TAB Specialists Qualifications, Certified by AABC:
 - 1. TAB Field Supervisor: Employee of the TAB specialist and certified by AABC.
 - 2. TAB Technician: Employee of the TAB specialist and certified by AABC.
- B. TAB Specialists Qualifications, Certified by TABB:
 - 1. TAB Field Supervisor: Employee of the TAB specialist and certified by TABB.
 - 2. TAB Technician: Employee of the TAB specialist and certified by TABB.
- C. Instrumentation Type, Quantity, Accuracy, and Calibration: Comply with requirements in ASHRAE 111, Section 4, "Instrumentation."
- D. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6.7.2.3 - "System Balancing."
- E. Code and AHJ Compliance: TAB is required to comply with governing codes and requirements of authorities having jurisdiction.

Field Conditions:

- A. Full Owner Occupancy: Owner will occupy the site and existing building during entire TAB period. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.
- B. Partial Owner Occupancy: Owner may occupy completed areas of building before Substantial Completion. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

PART 2 EXECUTION

Examination:

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems designs that may preclude proper TAB of systems and equipment.
- B. Examine installed systems for balancing devices, such as test ports, gauge cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are applicable for intended purpose and are accessible.
- C. Examine the approved submittals for HVAC systems and equipment.
- D. Examine design data, including HVAC system descriptions, statements of design assumptions for environmental conditions and systems output, and statements of philosophies and assumptions about HVAC system and equipment controls.
- E. Examine ceiling plenums and underfloor air plenums used for HVAC to verify that they are properly separated from adjacent areas and sealed.
- F. Examine equipment performance data, including fan and pump curves.
- G. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
- H. Calculate system-effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from the conditions used to rate equipment performance. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," or in SMACNA's "HVAC Systems - Duct Design." Compare results with the design data and installed conditions.
- I. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.
- J. Examine test reports specified in individual system and equipment Sections.
- K. Examine HVAC equipment and verify that bearings are greased, belts are aligned and tight, filters are clean, and equipment with functioning controls is ready for operation.
- L. Examine terminal units, such as variable-air-volume boxes, and verify that they are accessible, and their controls are connected and functioning.
- M. Examine temporary and permanent strainers. Verify that temporary strainer screens used during system cleaning and flushing have been removed and permanent strainer baskets are installed and clean.

- N. Examine control valves for proper installation for their intended function of isolating, throttling, diverting, or mixing fluid flows.
- O. Examine heat-transfer coils for correct piping connections and for clean and straight fins.
- P. Examine system pumps to ensure absence of entrained air in the suction piping.
- Q. Examine operating safety interlocks and controls on HVAC equipment.
- R. Examine control dampers for proper installation for their intended function of isolating, throttling, diverting, or mixing air flows.
- S. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

Preparation:

- A. Prepare a TAB plan that includes the following:
 - 1. Equipment and systems to be tested.
 - 2. Strategies and step-by-step procedures for balancing the systems.
 - 3. Instrumentation to be used.
 - 4. Sample forms with specific identification for all equipment.
- B. Perform system-readiness checks of HVAC systems and equipment to verify system readiness for TAB work. Include, at a minimum, the following:
 - 1. Airside:
 - i. Clean filters are installed.
 - ii. Fans are operating, free of vibration, and rotating in the correct direction.
 - iii. Automatic temperature-control systems are operational.
 - iv. Ceilings are installed.
 - v. Windows and doors are installed.
 - vi. Suitable access to balancing devices and equipment is provided.

General Procedures for Testing And Balancing:

- A. Perform testing and balancing procedures on each system in accordance with the procedures contained in ASHRAE 111 and in this Section.

- B. Cut insulation, ducts, pipes, and equipment casings for installation of test probes to the minimum extent necessary for TAB procedures.
 - 1. Where holes for probes are required in piping or hydronic equipment, install pressure and temperature test plugs to seal systems.
- C. Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.
- D. Take and report testing and balancing measurements in inch-pound (IP) units.

Testing, Adjusting, and Balancing of HVAC Equipment:

- A. Test, adjust, and balance HVAC equipment indicated on Drawings, including, but not limited to, the following:
 - 1. Heat pumps.
 - 2. Fan coil units.

General Procedures for Balancing Air Systems:

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.
- B. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
- C. Check for airflow blockages.
- D. Check condensate drains for proper connections and functioning.
- E. Check for proper sealing of air-handling-unit components.
- F. Adjust air inlets and outlets for each space to indicated airflows.
 - 1. Set airflow patterns of adjustable outlets for proper distribution without drafts.
 - 2. Measure inlets and outlets airflow.
 - 3. Adjust each inlet and outlet for specified airflow.
 - 4. Re-measure each inlet and outlet after they have been adjusted.
- G. Verify final system conditions.
 - 1. Re-measure and confirm that minimum outdoor, return, and relief airflows are within design. Readjust to design if necessary.
 - 2. Re-measure and confirm that total airflow is within design.

3. Re-measure all final fan operating data, speed, volts, amps, and static profile.
4. Mark all final settings.
5. Test system in economizer mode. Verify proper operation and adjust if necessary.
6. Measure and record all operating data.
7. Record final fan-performance data.

Pipe Leakage Tests:

- A. Witness the pipe pressure testing performed by the Installer.
- B. Verify that proper test methods are used and that leakage rates are within specified limits.
- C. Report deficiencies observed.

HVAC Controls Verification:

- A. In conjunction with system balancing, perform the following:
 1. Verify HVAC control system is operating within the design limitations.
 2. Confirm that the sequences of operation are in compliance with Contract Documents.
 3. Verify that controllers are calibrated and function as intended.
 4. Verify that controller set points are as indicated.
 5. Verify the operation of lockout or interlock systems.
 6. Verify the operation of valve and damper actuators.
 7. Verify that controlled devices are properly installed and connected to correct controller.
 8. Verify that controlled devices travel freely and are in position indicated by controller: open, closed, or modulating.
 9. Verify location and installation of sensors to ensure that they sense only intended temperature, humidity, or pressure.
- B. Reporting: Include a summary of verifications performed, remaining deficiencies, and variations from indicated conditions.

Tolerances:

- A. Set HVAC system's airflow rates and water flow rates within manufacturers' recommended tolerances.
- B. Maintaining pressure relationships as designed shall have priority over tolerances.

Process Reporting:

- A. Initial Construction-Phase Report: Based on examination of the Contract Documents as specified in "Examination" Article, prepare a report on the adequacy of design for system-balancing devices. Recommend changes and additions to system-balancing devices, to facilitate proper performance measuring and balancing. Recommend changes and additions to HVAC systems and general construction to allow access for performance-measuring and -balancing devices.
- B. Status Reports: Prepare monthly progress reports to describe completed procedures, procedures in progress, and scheduled procedures. Include a list of deficiencies and problems found in systems being tested and balanced. Prepare a separate report for each system and each building floor for systems serving multiple floors.

Final Report:

- A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.
 - 1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
 - 2. Include a list of instruments used for procedures, along with proof of calibration.
 - 3. Certify validity and accuracy of field data.
- B. Final Report Contents: In addition to certified field-report data, include the following:
 - 1. Pump curves.
 - 2. Fan curves.
 - 3. Manufacturers' test data.
 - 4. Field test reports prepared by system and equipment installers.
 - 5. Other information related to equipment performance; do not include Shop Drawings and Product Data.
- C. General Report Data: In addition to form titles and entries, include the following data:
 - 1. Title page.
 - 2. Name and address of the TAB specialist.
 - 3. Project name.
 - 4. Project location.
 - 5. Architect's name and address.

6. Engineer's name and address.
7. Contractor's name and address.
8. Report date.
9. Signature of TAB supervisor who certifies the report.
10. Table of Contents with the total number of pages defined for each section of the report.
Number each page in the report.
11. Summary of contents, including the following:
 - i. Indicated versus final performance.
 - ii. Notable characteristics of systems.
 - iii. Description of system operation sequence if it varies from the Contract Documents.
12. Nomenclature sheets for each item of equipment.
13. Data for terminal units, including manufacturer's name, type, size, and fittings.
14. Notes to explain why certain final data in the body of reports vary from indicated values.
15. Test conditions for fans performance forms, including the following:
 - i. Settings for outdoor-, return-, and exhaust-air dampers.
 - ii. Conditions of filters.
 - iii. Cooling coil, wet- and dry-bulb conditions.
 - iv. Heating coil, dry-bulb conditions.
 - v. Face and bypass damper settings at coils.
 - vi. Fan drive settings, including settings and percentage of maximum pitch diameter.
 - vii. Settings for pressure controller(s).
 - viii. Other system operating conditions that affect performance.
16. Test conditions for pump performance forms, including the following:
 - i. Settings for pressure controller(s).
 - ii. Other system operating conditions that affect performance.

D. Apparatus-Coil Test Reports:

1. Coil Data:

- i. System identification.
- ii. Location.
- iii. Coil type.
- iv. Number of rows.
- v. Fin spacing in fins per inch o.c.
- vi. Make and model numbers.
- vii. Face area in sq. ft.
- viii. Tube size in NPS.
- ix. Tube and fin materials.
- x. Circuiting arrangement.

2. Test Data (Indicated and Actual Values):

- i. Airflow rate in cfm.
- ii. Average face velocity in fpm.
- iii. Air pressure drop in inches wg.
- iv. Outdoor-air, wet- and dry-bulb temperatures in deg F.
- v. Return-air, wet- and dry-bulb temperatures in deg F.
- vi. Entering-air, wet- and dry-bulb temperatures in deg F.
- vii. Leaving-air, wet- and dry-bulb temperatures in deg F.
- viii. Refrigerant expansion valve and refrigerant types.
- ix. Refrigerant suction pressure in psig.
- x. Refrigerant suction temperature in deg F.

E. Instrument Calibration Reports:

1. Report Data:

- i. Instrument type and make.
- ii. Serial number.
- iii. Application.

- iv. Dates of use.
- v. Dates of calibration.

Verification of TAB Report:

- A. The TAB specialist's test and balance engineer shall conduct the inspection in the presence of Dyer Partnership.
- B. Dyer Partnership shall randomly select measurements, documented in the final report, to be rechecked. Rechecking shall be limited to the lesser of either [10] percent of the total measurements recorded or the extent of measurements that can be accomplished in a normal 8-hour business day.
- C. If rechecks yield measurements that differ from the measurements documented in the final report by more than the tolerances allowed, the measurements shall be noted as "FAILED."
- D. If the number of "FAILED" measurements is greater than 20percent of the total measurements checked during the final inspection, the TAB shall be considered incomplete and shall be rejected.
- E. If recheck measurements find the number of failed measurements noncompliant with requirements indicated, proceed as follows:
 - 1. TAB specialists shall recheck all measurements and adjust. Revise the final report and balancing device settings to include all changes; resubmit the final report and request a second final inspection. All changes shall be tracked to show changes made to the previous report.
 - 2. If the second final inspection also fails, Owner may pursue others Contract options to complete TAB work.
- F. Prepare test and inspection reports.

Additional Tests:

- A. Within 90 days of completing TAB, perform additional TAB to verify that balanced conditions are being maintained throughout and to correct unusual conditions.
- B. Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional TAB during near-peak summer and winter conditions.

END OF SECTION 15990

CITY OF VANCOUVER

**Pearson Field Airport
Electrical Replacement Project**

APPENDICES

CITY OF VANCOUVER

Pearson Field Airport
Electrical Replacement Project

CONSTRUCTION SAFETY & PHASING PLAN (CSPP)

PEARSON FIELD AIRPORT

Electrical Replacement Project

AIP #3-53-0139-019-2022

CONSTRUCTION SAFETY AND PHASING PLAN

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February 2024



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I. PURPOSE AND OBJECTIVE

Aviation safety is the primary consideration at airports, especially during construction. The Construction Safety and Phasing Plan (CSPP) is a tool used to ensure safety compliance when coordinating construction activities with airport operations. This document identifies all aspects of the Pearson Field Airport Electrical Replacement Project that pose a potential safety hazard to airport operations and outlines respective mitigation procedures for each hazard.

This plan has been prepared in accordance with FAA Advisory Circulars (AC) 150/5300-13, "Airport Design;" 150/5370-2G, "Operational Safety on Airports During Construction;" and Northwest Mountain Region NM 5200.3, "Safety Requirements on Airports During Construction and Maintenance Activities."

The following objectives must be met by the "team" (comprised of the Owner, Engineering Design Consultant, General Contractor, other consultants, and all subcontractors) in order to maximize safety and minimize time and economic loss. They include:

- Maintain the safety and integrity of operations on the airport.
- To the greatest extent practical, keep the airport operational for all users.
- Minimize delays for aircraft and construction operations.
- Maximize airport operation and construction activity opportunities.

The "team" must keep these objectives in mind when formulating work schedules and work activities affecting operations on the airport.

II. RESPONSIBILITIES OF THE CONSTRUCTION CONTRACTOR

The Contractor is responsible for the following items:

A. Safety Plan Compliance Document (SPCD)

The Contractor is responsible for supplementing and following the CSPP by way of the Safety Plan Compliance Document (SPCD). The SPCD should include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, "I, Name of Contractor, have read the Title of Project CSPP, approved on Date, and will abide by it as written and with the following additions as

noted:”). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information is necessary for any specific subject, the statement, “No supplemental information,” should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP. Guidance for supplementing the CSPP with the SPCD is provided below.

- 1) **Coordination.** Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.
- 2) **Phasing.** Discuss proposed construction schedule elements, including:
 - a. Duration of each phase
 - b. Daily start and finish of construction, including “night only” construction.
 - c. Duration of construction activities during:
 - i. Normal runway operations.
 - ii. Closed runway operations.
 - iii. Modified runway “Aircraft Reference Code” usage.
- 3) **Areas and operations affected by the construction activity.** These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.
- 4) **Protection of NAVAIDs.** Discuss specific methods proposed to protect operating NAVAIDs.
- 5) **Contractor access.** Provide the following:
 - a. Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).
 - b. Listing of individuals requiring driver training (for certificated airports and as requested).
 - c. Radio communications.
 - i. Types of radios and backup capabilities.
 - ii. Parties responsible for monitoring radios.
 - iii. Who to contact if the ATCT cannot reach the contractor’s designated person by radio.
 - d. Details on how the contractor will escort material delivery vehicles.
- 6) **Wildlife management.** Discuss the following:
 - a. Methods and procedures to prevent wildlife attraction.
 - b. Wildlife reporting procedures.
- 7) **Foreign Object Debris (FOD) management.** Discuss equipment and methods for control of FOD, including construction debris and dust.
- 8) **Hazardous material (HAZMAT) management.** Discuss equipment and methods for responding to hazardous spills.

- 9) **Notification of construction activities.** Provide the following:
 - a. Contractor points of contact.
 - b. Contractor emergency contact.
 - c. Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.
 - d. Batch plant details, including 7460-1 submittal.
- 10) **Inspection requirements.** Discuss daily (or more frequent) inspections and special inspection procedures.
- 11) **Underground utilities.** Discuss proposed methods of identifying and protecting underground utilities.
- 12) **Penalties.** Penalties should be identified in the CSPP and should not require an entry in the SPCD.
- 13) **Special conditions.** Discuss proposed actions for each special condition identified in the CSPP.
- 14) **Runway and taxiway visual aids.** Including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:
 - a. Equipment and methods for covering signage and airfield lights.
 - b. Equipment and methods for temporary closure markings (paint, fabric, other).
 - c. Types of temporary Visual Guidance Slope Indicators (VGSI).
- 15) **Marking and signs for access routes.** Discuss proposed methods of demarcating access routes for vehicle drivers.
- 16) **Hazard marking and lighting.** Discuss proposed equipment and methods for identifying excavation areas.
- 17) **Protection of runway and taxiway safety areas,** including object free areas, obstacle free zones, and approach/departure surfaces. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:
 - a. Equipment and methods for maintaining Taxiway Safety Area standards.
 - b. Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.
- 18) **Other limitations on construction** should be identified in the CSPP and should not require an entry in the SPCD.

B. Document Availability

Have available at all times copies of the CSPP and SPCD for reference by the airport operator and its representatives, and by subcontractors and contractor employees.

C. Safety Procedures

Ensure that construction personnel are familiar with safety procedures and regulations on the airport. Provide a point of contact that will coordinate an immediate response to correct any

construction-related activity that may adversely affect the operational safety of the airport. Many projects will require 24-hour coverage.

D. Contractor's SPCD Representative

Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site whenever active construction is taking place.

E. Inspections

Conduct inspections sufficiently frequently to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.

F. Vehicle Movement

Restrict movement of construction vehicles and personnel to permitted construction areas by flagging, barricading, erecting temporary fencing, or providing escorts, as appropriate and as specified in the CSPP and SPCD.

G. Air Operations Area Protection

Ensure that no contractor employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations area (AOA) from the construction site unless authorized.

H. Form 7460-1 Submittal

Ensure prompt submittal through the airport operator of Form 7460-1 for the purpose of conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, and other equipment), stock piles, and haul routes when different from cases previously filed by the airport operator. The FAA encourages online submittal of forms for expediency.

III. INTRODUCTION OF STAFF

Key staff associated with the safety and operational planning of the Pearson Field Airport Electrical Replacement project.

Guy Lennon

Bryan Condon, PE

Jamie Suh, EIT

Airport Manager, City of Vancouver

Project Manager, Century West Engineering

Staff Engineer, Century West Engineering

IV. SCHEDULE AND SCOPE OF WORK

A. Schedule

Construction is scheduled to occur in Summer 2024.

B. Scope

The work includes, but is not limited to, the following:

- 1) Removal and replacement of existing runway edge lighting system;
- 2) Removal and replacement of existing regulators;
- 3) Installation of a backup generator; and
- 4) Removal and replacement of existing photocell system and radio control.

V. SAFETY PLAN

A. Construction Safety and Phasing Plan

The items listed below follow the guidance of Chapter 2, Section 204, “Meet CSPP Requirements” and Chapter 3, “Guidelines for Writing a CSPP” as provided by AC 150/5370-2F.

- 1) **Coordination.** The Pearson Field Electrical Replacement Project prebid, and preconstruction conferences will be used as opportunities to introduce the subject of airport operational safety during construction.
 1. **Contractor Progress Meetings.** Operational safety will be a standing agenda item for discussion during progress meetings throughout the project.
 2. **Scope or Schedule Changes.** Changes in the scope or duration of the project will be represented by revisions to the CSPP.
 3. **FAA-ATO Coordination.** The contractor will work with the project representative during construction to assure that FAA Air Traffic Organization (ATO) will be coordinated with to schedule airway facility (including NAVAID) shutdowns and restarts.
 - i. Runway 8-26 will be closed for 40 working days, over a continuous 8 week period, when work occurs in Work Area 1. When Runway 8-26 is closed, the Airport will coordinate with ATO staff to shut off the FAA-owned Runway 8 VASI and Runway 26 REIL equipment.

- 2) **Phasing.** The Site Phasing and Safety Plan for the project details the scheduling of construction phases. The sequenced construction phases have been incorporated into the project design and are reflected in the contract drawings and specifications.

The entirety of the project is completed as part of a single phase. Within that phase there are 4 work areas (Works Areas 1, 2A, 2B, and 3). The contractor will be allowed to close Runway 8-26, Taxiways A, A1, A2, A3 and A4 for 40 working days, over a continuous 8 week period, to accomplish all work in Work Area 1. During these consecutive work weeks, the contractor will be required to open the runway and all taxiways to aircraft traffic on weekends. The contractor will be allowed to close the runway and taxiways again beginning at 6:00AM on Mondays and will be required to reopen to aircraft traffic by 4:00 PM on Fridays.

3) **Areas and Operations Affected by Construction Activity.**

The attached Work Area and Safety Plan drawings for the project identify areas and operations affected by the construction. Major impacts include:

- Temporary closure of Runway 8-26 will occur when work occurs. Runway 8-26 is anticipated to be closed 24 hours a day for 40 working days, over a continuous 8 week period, beginning Mondays at 6:00 AM until Fridays at 4:00 PM.
- Temporary closure of Taxiways A, A1, A2, A3 and A4 will occur when work occurs in Work Areas 1 and 2A. Taxiways A, A1, A2, A3 and A4 are anticipated to be closed 24 hours a day for 40 working days, over a continuous 8 week period, beginning Mondays at 6:00 AM until Fridays at 4:00 PM.
- Temporary closure of portions of the main apron, adjacent to Work Areas 2B and 3 will occur when work occurs in Work Areas 2B and 3. These portions of the main apron are anticipated to be closed 24 hours a day for 40 working days, over a continuous 8 week period, beginning Mondays at 6:00 AM until Fridays at 4:00 PM.

Low level barricades will be placed to demark areas that will be closed to aircraft operations.

See project drawings for affected access routes, underground utilities and approach/departure surfaces.

4) **Navigation Aid (NAVAID) Protection**



There will be temporary outages for the following FAA-owned facilities:

- Runway 8 VASI
- Runway 26 REIL

The above NAVAIDS are shown on the included work area plans and noted as 'to be protected' by the contractor.

It is estimated that the above NAVAIDS will need to be turned off September 3, 2024 and remain off until October 25, 2024.

The Airport owns the Runway 26 PAPI and will coordinate turning on and off the unit when Runway 8-26 is closed. The Airport will also coordinate turning off and on of all other Airport owned lighting, including the following:

- Runway 8-26 Edge lighting, including threshold lighting;
- Runway 26 PAPI;
- Taxiway Edge Lighting;
- All lighted guidance signs; and
- Lighted windcone.

The contract requires the Contractor to provide 15 days' notice of construction requiring a closure of any of the above electrical items with a confirmation 7 days prior to shut down. It is the Contractor's responsibility to protect all NAVAID facilities within the areas of construction that are not part of the project. As discussed in Section A.1, the Contractor will coordinate NAVAID interruptions with the project representative during construction to assure the FAA ATO will be coordinated with time to schedule NAVAID shutdown and restart. Interruptions to NAVAID facilities shall be made known in NOTAMs. See Section A.9(b) for information on the issuing of NOTAMs.

5) Contractor Access.

- a. **Location of Stockpiled Construction Materials.** Stockpiled materials and equipment storage will be restricted to the areas marked as 'Contractor Staging Area' on the attached Site and Survey Control Plan. Contractor stockpiled materials and equipment storage are not permitted within the Runway Safety Areas (RSA), Object Free Zones (OFZ) or Object Free Areas (OFA) of Runway 8-26. Stockpiled materials and equipment adjacent to these areas are to be prominently marked and lighted during hours of restricted visibility or darkness. (See Section A.14 below). Materials are to be stabilized and stored at an approved location so as not to be a

hazard to aircraft operations and to prevent attraction of wildlife and foreign object damage. See Section A.6 and A.7 below.

- b. **Vehicle and Pedestrian Operations.** Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA.
 - i. **Construction site parking.** Vehicle parking areas for contractor employees will be restricted to the 'Contractor Staging Area' as depicted in the attached Work Area and Safety Plans.
 - ii. **Construction equipment parking.** Contractor employees must park and service all construction vehicles in 'Contractor Staging Area.' Inactive equipment must not be parked on a closed taxiway or runway. Employees shall park construction vehicles in the designated areas when not in use by construction personnel (for example, overnight, on weekends, or during other periods when construction is not active).
 - iii. **Access and haul roads.** Construction contractor's access to the construction sites and haul roads has been clearly marked on the Work Area Plans. The construction contractor is not permitted to use any access or haul roads other than those approved. Access routes used by contractor vehicles must be clearly marked by contractor to prevent inadvertent entry to areas open to airport operations.
 - iv. **Marking and lighting of vehicles.** As a minimum, Contractor vehicles shall be marked with company identification (on both sides of the vehicle) and a flashing amber beacon while operating within the airport boundary. Contractor vehicles will be required to have an Engineer approved orange and white checkered flag that shall be mounted on pickups, rollers, scrapers, dozers, trenchers, and all other Contractor vehicles and must be visible from 300 feet.

When working at night all construction vehicles working on the airport (beyond the staging area) shall be equipped with amber strobe lights or amber rotating beacons. This is required in order to provide adequate visibility of construction equipment from the air; and from aircraft taxiing on the ground. Lights shall conform to AC 150/5210-5A Painting, Marking and Lighting of Vehicles Used on an Airport, latest edition. Lights may be used during the daylight operations in lieu of the orange checkered flag specified above.

- v. **Vehicle operations.** Only vehicles used for construction purposes shall enter the air operations area. Contractor vehicle operations are allowed only in defined work areas, haul routes, and paved areas closed to aircraft traffic, unless otherwise approved by the Airport or Engineer in advance. The contractor is to familiarize all construction personnel with the safety provisions.
 - vi. **Escorting.** If the Contractor chooses to utilize the east access route, the Contractor shall provide a vehicle escort for each vehicle using the route, including use related to the hauling of equipment/materials or transportation of personnel. The escort shall be familiar with aviation procedures, and equipped with a two-way radio and an omnidirectional flashing yellow light mounted on the roof of the cab.
 - vii. **Training requirements for vehicle drivers.** Contractors will make sure to familiarize all drivers with the areas of restriction to prevent unauthorized entry to the AOA and improper movement of pedestrians or vehicles on the airport.
 - viii. **Situational awareness.** Vehicle drivers must confirm by personal observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area open to airport operations.
 - ix. **Two-way radio communication procedures.**
The contractor shall monitor (Common Traffic Advisory Frequency) CTAF 119.00 for Pearson Field air traffic at all times while working on the airport.
 - x. **Maintenance of the secured area of the airport.**
Not applicable.
- 6) **Wildlife Management.** Construction contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports, such as:
- a. **Trash.** Food scraps must be collected from construction personnel activity.
 - b. **Standing Water.**
 - c. **Tall Grass and Seeds.** Grass seed is attractive to birds. Lower quality seed mixtures can contain seeds of plants (such as clover) that attract larger wildlife.
 - d. **Poorly Maintained Fencing and Gates.**

- e. **Encounters with Wildlife.** If the contractor encounters large to medium sized mammals (deer, black bear, etc.) within Airport property fencing they are to notify the project representative during construction.
- 7) **Foreign Object Debris (FOD) Management.** Waste and loose materials, commonly referred to as FOD, is capable of causing damage to aircraft landing gears, propellers, and jet engines. Construction contractors must not leave or place FOD on or near active aircraft movement areas. Materials capable of creating FOD must be continuously removed during the construction project. The Contractor shall take care to manage FOD so as not to disturb operation of FAA owned facilities (including NAVAIDS) at the airport. Additionally, prior to reopening the runway or taxiways following a closure, all FOD must be removed from airfield pavement.
- 8) **Hazardous Materials (HAZMAT) Management.** Encountering hazardous material (HAZMAT) during construction should be considered an emergency. Emergency procedures shall be followed in this instance. Contractor shall take care to prevent and contain leaks of hazardous material (fuel, hydraulic fluids, etc.). Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel or hydraulic fluid leaks.
- 9) **Notification of Construction Activities.**
 - a. **List of Responsible Representatives**

In Case of Emergency	911
Vancouver Police Department	(360) 693-3111
Vancouver Fire Department	(360) 487-7212
City of Vancouver	(360) 487-8600
Century West Engineering.....	(503) 419-2130
 - b. **NOTAMs.** Only the airport operator may initiate or cancel NOTAMs on airport conditions, and is the only entity that can close or open a runway. The airport operator must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM.

Construction activity shall not commence prior to issuance of a Notice to Airmen (NOTAM). The Contractor shall advise the Engineer three (3) days in advance of

the planned commencement of construction activity so a NOTAM can be issued and shall not commence such activity until advised by the Engineer. Upon completion of work to the satisfaction of the Engineer, a NOTAM indicating completion will be issued. No further work in affected areas will be permitted.

- c. **Emergency notification procedures.** In the event of an emergency, the Engineer and the Owner will be notified immediately. The proper authorities will also be notified. In the event of an emergency, personnel and equipment shall move immediately to the staging area through appropriate routes.

Prior to start of construction, the Contractor shall provide a list of contact information for personnel available 24 hours a day to be contacted in case of an emergency. Included in the list will be phone numbers of the Engineer, Inspector, and Airport manager.

The Contractor shall designate a qualified safety officer for the project as well as appoint a point of contact for any required operational safety concerns.

- d. **Coordination with ARFF.** No ARFF facilities are present at the Pearson Field Airport.
- e. **Notification to the FAA.**
 - i. **Part 77.** Any proposed construction or alterations of objects that affect navigable airspace, as defined in Part 77, will be coordinated with FAA.
 - ii. **NAVAIDS.** For emergency (short-notice) notification about impacts to both airport owned and FAA owned NAVAIDS, contact: 866-432-2622. FAA ATO/Technical Operations shall be provided a 45-day minimum notice for the scheduled interruption of NAVAIDS.

10) Inspection Requirements.

- a. **Daily Inspections.** Inspections shall be conducted at least daily, but more frequently if necessary, to ensure conformance with the CSPP. For the Contractors own use, a sample checklist has been attached to this safety plan. The project representative during construction, serving as the project inspector, is responsible

for monitoring work progress and will respond to construction and safety issues. The inspector will have communication capability with the Owner. The Contractor is required to immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope.

The Engineer is responsible for the supervision and enforcement of Safety Plan requirements, as well as addressing airfield issues with construction personnel, as appropriate.

- b. **Inspections Prior to Reopening.** Temporarily closed existing runway and taxiway are subject to safety inspections prior to reopening the facilities for service.

11) Underground Utilities. The following individuals, firms or corporations have authority to excavate or otherwise disturb non-FAA owned utility services or facilities located within the limits of the work:

Utility or other Facility	Contact Person	Phone Number
Utility One-Call	Dispatcher	1-800-424-5555 (or 811)

The contractor shall call FAA prior to excavating or otherwise disturbing FAA owned utility services or facilities located within the limits of the work. Contractor shall hand dig at crossings to locate and protect all utilities. If accidental damage occurs, the Contractor shall notify the Airport, the utility company, FAA, and the Engineer.

12) Penalties. Contractor will make construction personnel familiar with the safety plan. All contractor and subcontractor personnel are required to comply with the safety plan. The Contractor will be held responsible for any accident that occurs as a result of construction personnel not following the provisions of this safety plan.

Strict adherence to the provisions of this plan by all personnel assigned to or visiting the construction site is mandatory. In the event contractor activities are not in conformance with the provisions of this plan, the contractor shall immediately cease those operations involved in the violation of the provisions of this plan and conduct a safety meeting. The owner may direct the contractor, in writing, to immediately cease those operations involved in the violation of the provisions of this plan. The contractor shall not resume construction operations until an appropriate action is taken as determined by the Owner.

13) Special Conditions. There are no special conditions that affect the operation of the airport or will require the activation of any special procedures.

14) Runway and Taxiway Visual Aids. Runway 8-26 and Taxiways A, A1, A2, A3, and A4 will undergo closure during this project. Lighted and non-lighted runway closure crosses will be placed over runway numerals during closures as shown on in the construction drawings. The Contractor shall furnish, install, and maintain temporary closed runway marking (crosses) during the closures. All temporary signage must be secured in place to prevent movement by prop wash, wing vortices, or other wind currents and constructed of materials that would minimize damage to an aircraft in the event of an inadvertent contact.

The Contractor shall set up barricades as shown in the Work Area plans.

Markings must be in compliance with the standards of *AC 150/5340-1, Standards for Airport Markings*. Temporary runway closure will be depicted with runway closure crosses placed on the runway designation numbers.

Lighting must be in conformance with *AC 150/5340-30, Design and Installation Details for Airport Visual Aids*, and *AC 150/5345-50, Specification for Portable Runway and Taxiway Lights*. Disconnect the associated isolation transformers when disconnecting runway and taxiway lighting fixtures. Alternately, cover the light fixture in such a way as to prevent light leakage. Avoid removing the lamp from energized fixtures because an excessive number of isolation transformers with open secondaries may damage the regulators and/or increase the current above its normal value. Secure, identify, and place any above ground temporary wiring in conduit to prevent electrocution and fire ignition sources.

Signs must be in conformance with *AC 150/5345-44, Specification for Runway and Taxiway Signs* and *AC 150/5340-18, Standard for Airport Sign Systems*.

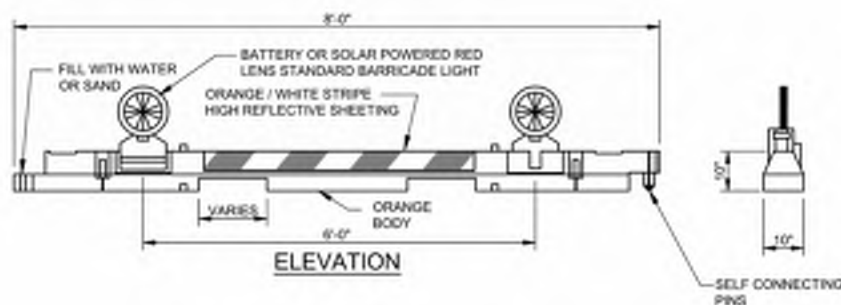
All existing lighted guidance signs will be turned off by the contractor while the runway is closed.

15) Marking and Signs for Access Routes. Pavement markings and signs for construction personnel will conform to AC 150/5340-18 and, to the extent practicable, with the Federal Highway Administration Manual on Uniform Traffic Control Devices

(MUTCD) and/or State highway specifications. Signs adjacent to areas used by aircraft must comply with the frangibility requirements of AC 150/5220-23, Frangible Connections.

16) Hazard Marking, Lighting and Signing.

- a. **Hazard Marking and Lighting Prevents Pilots** from entering areas closed to aircraft, and prevents construction personnel from entering areas open to aircraft. Hazard marking and lighting must also be specified to identify open manholes, small areas under repair, stockpiled material, waste areas, and areas subject to jet blast.
- b. **Equipment.**
 - i. **Barricades** will be used to identify and define the limits of construction and hazardous areas on airports. Barricade type are classified as 'low level barricades'. A detail showing the low level barricade is provided below. Barricade placement can be found in the Work Area Plans, which have been attached. General locations for barricade placement (as shown in the plans) include across taxiways on the west and east side of the main apron, to preclude aircraft from taxiing onto Taxiway A and Runway 8-26 while the taxiway and runway are closed. The spacing of barricades (maximum 5') is such that a breach is physically prevented barring a deliberate act.



- ii. **Lights must be red** and must meet the luminance requirements of the State Highway Department. Lights must be mounted on barricades and spaced at no more than 10 ft. Lights must be operated between sunset and sunrise and during periods of low visibility whenever the airport is open for operations. They may

be operated by photocell, but this may require that the contractor turn them on manually during periods of low visibility during daytime hours.

- iii. **No supplement barricades** with signs are needed for the proposed project.
- iv. **Air Operations Area – General.** Barricades are not permitted in any active safety area. Within a runway or taxiway object free area, and on aprons, use orange traffic cones, flashing or steady burning red lights as noted above, collapsible barricades marked with diagonal, alternating orange and white stripes; and/or signs to separate all construction/maintenance areas from the movement area.
- v. **Air Operations Area – Runway/Taxiway Intersections.** Use highly reflective barricades with lights to close taxiways leading to closed runways.
- vi. **Air Operations Area – Other.** Not applicable to this project.
- vii. **Maintenance.** The contractor is required to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The contractor must file the contact person's information with the airport operator.

17) Protection of Runway and Taxiway Safety Areas.

- a. **Runway Safety Area (RSA).** A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway (see AC 150/5300-13).

At Pearson Field Airport, the RSA has the following dimensions:

Runway 8-26 120' in width, 3,545' in length

Construction activities within the existing RSA are subject to the following conditions:

- i. **No construction may occur within the existing RSA** while the runway is open for aircraft operations. The RSA dimensions may be temporarily adjusted if the

runway is restricted to aircraft operations requiring an RSA that is equal to the RSA width and length beyond the runway ends available during construction (see AC 150/5300-13). The temporary use of declared distances and/or partial runway closures may provide the necessary RSA under certain circumstances. Coordinate with the appropriate FAA Airports Regional or District Office to have declared distances information published. See AC 150/5300-13 for guidance on the use of declared distances.

- ii. **The airport operator must coordinate** the adjustment of RSA dimensions as permitted above with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.
 - iii. **The proposed project has no blasting operations.**
 - iv. **Excavations.**
 - a) Open trenches or excavations shall be backfilled and compacted before the runway is open.
 - b) Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.
 - v. **Erosion Control.** Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.
- b. **Runway Object Free Area (ROFA).** Construction, including excavations, may be permitted in the ROFA, only if approved by the ADO. However, equipment must be removed from the ROFA when not in use. The proposed project does not allow stockpiling within the ROFA.

At Pearson Field Airport, the ROFA has the following dimensions:

Runway 8-26 240' in width, 3,755' in length

- c. **Taxiway Safety Area (TSA).** A taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway.

At Pearson Field Airport the TSA has a width of: 49'

Construction activities within the TSA are subject to the following conditions:

- i. **No construction may occur** within the TSA while the taxiway is open for aircraft operations.
 - ii. **The TSA width will not be adjusted** for the proposed project.
 - iii. **The proposed project does not involve blasting operations.**
 - iv. **Excavations.**
 - a) If required by Airport Operations, open trenches or excavations are not permitted within the TSA while the taxiway is open. Excavations are to be backfilled and compacted before the taxiway is reopened.
 - b) If required by Airport Operations, construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.
 - v. **Erosion Control.** Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.
- d. **Taxiway Object Free Area (TOFA).** Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway object free area during normal operations, thus the restrictions are more stringent. No construction may occur within the taxiway object free area while the taxiway is open for aircraft operations.

At Pearson Field Airport the TOFA has a width of: 89'

- e. **Obstacle Free Zone (OFZ).** Personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations.

At Pearson Field Airport, the OFZ has the following dimensions:

Runway 8-26 250' in width, 3,675' in length

- f. **Runway Approach/Departure Areas and Clearways.** All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in Appendix 2, "Threshold Siting Requirements," of AC 150/5300-13.

18) Other Limitations on Construction.

- a. **Prohibitions.**

- i. **No use of tall equipment** (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for such equipment.
- ii. **No use of open flame welding or torches** unless fire safety precautions are provided and the airport operator has approved their use.
- iii. **No use of electrical blasting caps** on or within 1,000 ft. (300 m) of the airport property.
- iv. **No use of flare pots** within the AOA.

- b. **Restrictions.** The attached Site Phasing and Safety Plan Notes and Details offers detail on restrictions on which areas cannot be worked in simultaneously, day/night work restrictions and other limitations.

 APPENDIX A

CONSTRUCTION PROJECT
DAILY SAFETY INSPECTION
CHECKLIST

Appendix 4. Construction Project Daily Safety Inspection Checklist

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project.

Potentially Hazardous Conditions

Item	Action Required	or	None
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.			☐
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.			☐
Runway resurfacing projects resulting in lips exceeding 3 in (7.6 cm) from pavement edges and ends.			☐
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.			☐
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.			☐
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and approach zones.			☐
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.			☐
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.			☐

Item	Action Required	or	None
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.			☐
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.			☐
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.			☐
Obliterated or faded temporary markings on active operational areas.			☐
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.			☐
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.			☐
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.			☐
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.			☐
Lack of radio communications with construction vehicles in airport movement areas.			☐
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.			☐
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.			☐
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.			☐

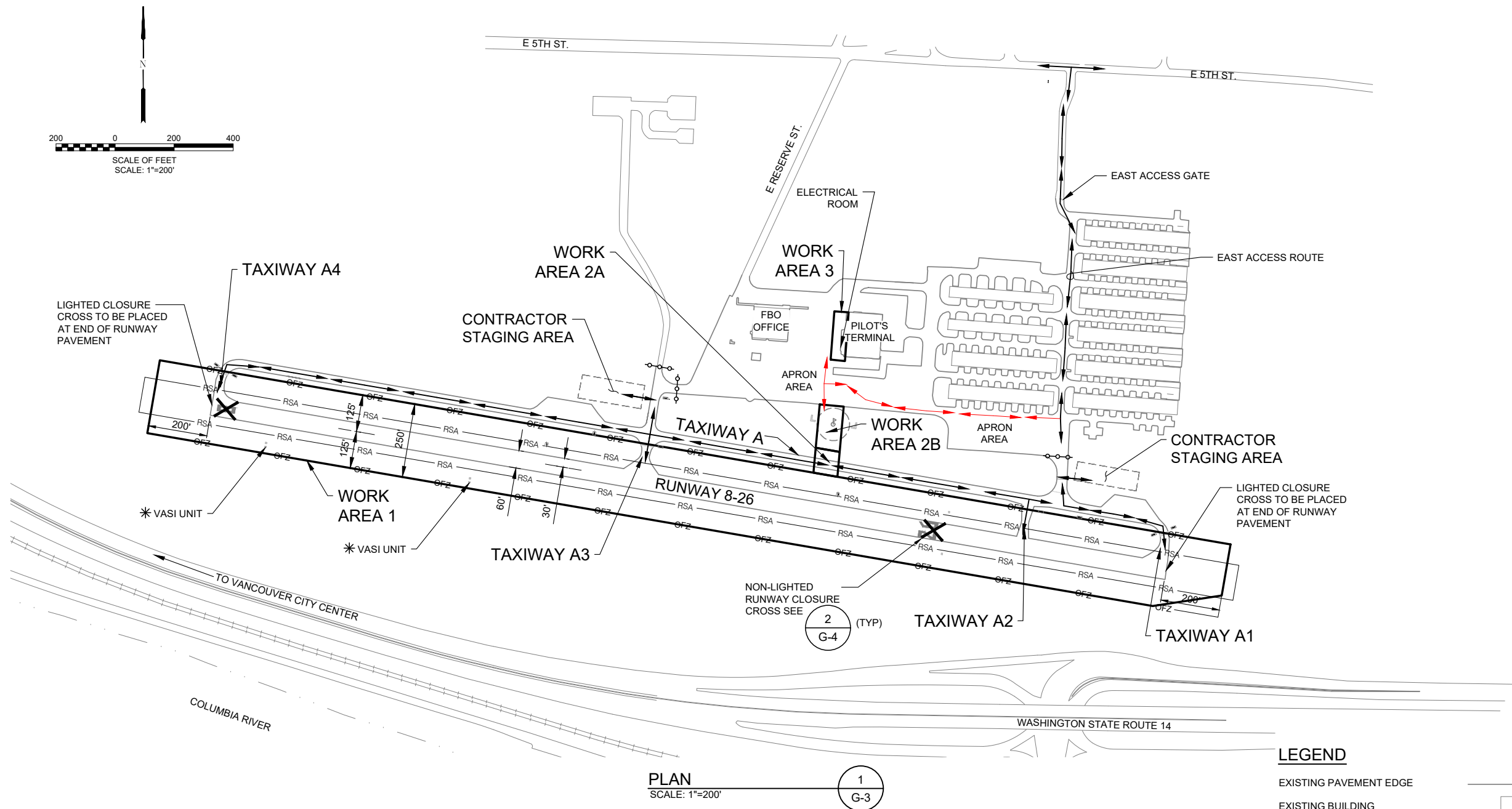
Item	Action Required	or	None
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).			☐
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.			☐
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.			☐
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.			☐
Site burning, which can cause possible obscuration.			☐
Construction work taking place outside of designated work areas and out of phase.			☐

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APPENDIX B

SITE PHASING/SAFETY AND WORK AREA PHASING PLANS



PLAN
SCALE: 1"=200'

NOTES:

1. FOR GENERAL WORK AREA NOTES, SEE SHEET G-4

2. FOR SEQUENCING AND PHASING NOTES, SEE SHEET G-4

3. THE CONTRACTOR SHALL PROVIDE, PLACE, SERVICE, AND MAINTAIN TWO NON-LIGHTED RUNWAY CLOSURE CROSSES DURING CLOSURE OF THE RUNWAY.

4. THE CONTRACTOR SHALL PROVIDE, PLACE, SERVICE, AND MAINTAIN TWO LIGHTED RUNWAY CLOSURE CROSSES WHILE THE RUNWAY IS CLOSED. MAINTENANCE OF THE LIGHTED CLOSURE CROSSES INCLUDES FUELING, CHANGES OF ENGINE OIL, AND ADDITIONAL MAINTENANCE, AS NEEDED.

5. CONTRACTOR SHALL DESIGNATE ONE LEAD PERSON TO MONITOR THE UNICOM FREQUENCY AT ALL TIMES DURING CONSTRUCTION. AIRPORT RADIOS SHALL BE VHF AIR BAND TRANSCEIVERS AS MANUFACTURED BY ICON, MODEL IC-A24 OR EQUAL. AT LEAST ONE RADIO TRAINED CONTRACTOR REPRESENTATIVE SHALL BE ON-SITE, WITH THE RADIO AT ALL TIMES.
6. ALL CLOSURE CROSSES AND AIRPORT RADIOS REQUIRED FOR THIS PROJECT ARE CONSIDERED INCIDENTAL TO VARIOUS WORK ITEMS AND ACTIVITIES FOR WHICH NO SEPARATE PAYMENT WILL BE MADE, INCLUDING ALL RELATED LABOR, EQUIPMENT, TOOLS, AND INCIDENTALS NECESSARY TO COMPLETE THE ITEMS.

7. TEMPORARY FLAGGING, MARKING, AND SIGNING WILL BE PAID FOR AT THE CONTRACT LUMP SUM PRICE FOR ITEM "TEMPORARY FLAGGING, MARKING, AND SIGNING". THIS PRICE SHALL BE FULL COMPENSATION FOR FURNISHING AND MAINTAINING OF FLAGMEN, ESCORTS, RADIO OPERATORS, TEMPORARY FENCING, AND INCIDENTALS NECESSARY TO COMPLETE THE ITEMS.

8. LOW LEVEL BARRICADES WILL BE PAID FOR AT THE CONTRACT LUMP SUM PRICE FOR ITEM "LOW LEVEL BARRICADES". THIS PRICE SHALL BE FULL COMPENSATION FOR FURNISHING AND MAINTAINING OF LOW LEVEL BARRICADES AND INCIDENTALS NECESSARY TO COMPLETE THE ITEMS.
9. STRICT ADHERENCE TO THE PROJECT CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) IS MANDATORY. IF THE CONTRACTOR IS FOUND TO BE IN VIOLATION OF THE CSPP, THE OWNER MAY DIRECT THE CONTRACTOR, IN WRITING, TO IMMEDIATELY CEASE THOSE OPERATIONS INVOLVED IN THE VIOLATION. CONTRACTOR SHALL NOT RESUME CONSTRUCTION OPERATIONS UNTIL AN APPROPRIATE ACTION IS TAKEN AS DETERMINED BY THE OWNER.

11. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL CLOSURE CROSSES, LOW LEVEL BARRICADES, AND FOLLOWING ALL PROVISIONS RELATED TO FOD CONTROL AT ALL TIMES, INCLUDING ON DAYS WHEN WORK IS NOT OCCURRING.

LEGEND

- EXISTING PAVEMENT EDGE
- EXISTING BUILDING
- WORK AREA LIMITS
- WORK AREA 1 AND 2A CONTRACTOR ACCESS/HAUL ROUTE
- WORK AREA 2B AND 3 CONTRACTOR ACCESS/HAUL ROUTE
- LOW LEVEL BARRICADE, SEE DETAIL
- RUNWAY SAFETY AREA
- OBSTACLE FREE ZONE
- FAA OWNED EQUIPMENT (PROTECT)
- CONTRACTOR STAGING AREA



VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING.
0" 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NO.	DATE	BY	APPR	REVISIONS



DATE:
FEBRUARY 2024

PORTLAND OFFICE
5500 MEADOWS RD., #250
LAKE OSWEGO, OR 97035
503.419.2130 OFFICE
503.639.2710 FAX

PROJECT NO:
3-53-0139-019-2022

DESIGNED BY:
BFC

DRAWN BY:
JS

CHECKED BY:
KBS

SCALE:
AS NOTED

CITY OF VANCOUVER
PEARSON FIELD AIRPORT
ELECTRICAL REPLACEMENT PROJECT

SITE WORK AREA & SAFETY PLAN INDEX

DRAWING NO.
G-3

SHEET NO.
3 OF 25

GENERAL WORK AREA NOTES:

1.

THE CONTRACTOR SHALL BE RESTRICTED TO USE THE ENTRANCE AND HAULING ROUTES SHOWN ON THE DRAWINGS. FOLLOW AIRPORT AND FAA SAFETY PROCEDURES WHEN MOVING EQUIPMENT OR PERSONNEL. NO PERSONAL VEHICLES SHALL BE ALLOWED OUTSIDE OF THE STAGING AREA. THE AIRPORT MAY IMMEDIATELY REMOVE ANY PERSONNEL AND EQUIPMENT FROM THE SITE IN VIOLATION OF AIRPORT SAFETY AND SECURITY PROCEDURES.
2.

AVOID IMPACTS TO AIRFIELD LIGHTING AND PAVEMENTS OUTSIDE WORK AREA. PROVIDE TEMPORARY CONNECTIONS TO KEEP ELECTRICAL SYSTEMS ENERGIZED OUTSIDE OF THE WORK AREA, AS NEEDED, AT NO COST TO AIRPORT.
3.

DISENGAGE LIGHTING CIRCUITS, DARKEN LIGHT FIXTURES, & COVER GUIDANCE SIGNS AS DIRECTED BY THE AIRPORT TO PREVENT AIRCRAFT FROM TAXIING TOWARDS CLOSED WORK AREAS.
4.

LIMIT EQUIPMENT HEIGHT TO 10 FEET UNLESS OTHERWISE APPROVED BY THE ENGINEER.
5.

LIMIT STOCK PILES TO 10 FEET IN HEIGHT AND AT LEAST 200 FEET FROM RUNWAY CENTERLINE AND 44.5 FEET FROM TAXIWAY CENTERLINE.
6.

IN THE EVENT OF AN EMERGENCY, MOVE ALL EQUIPMENT AND PERSONNEL TO THE CONTRACTOR'S STAGING AREA UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
7.

ACCESS TO ANY WORK AREA MUST BE AUTHORIZED BY THE ENGINEER PRIOR TO WORK IN THAT AREA. NOTIFY THE ENGINEER A MINIMUM OF 72 HOURS PRIOR TO BEGINNING WORK IN ANY AREA.
8.

DURING RUNWAY CLOSURES, PLACE NON-LIGHTED AND LIGHTED CLOSURE CROSSES AS DIRECTED BY THE ENGINEER. ALL CLOSURE CROSSES TO BE PROVIDED AND MAINTAINED BY THE CONTRACTOR.
9.

ANY WORK WITHIN 125 FEET OF THE RUNWAY 8-26 CENTERLINE OR WITHIN 200 FEET OF RUNWAY END WILL REQUIRE A RUNWAY CLOSURE.
10.

PLACE LOW LEVEL BARRICADES AS SHOWN.
11.

RUNWAY CLOSURES AND NAVAID WORK WILL REQUIRE THE SHUTDOWN OF AIRPORT NAVAIDS AND FAA OWNED FACILITIES. THE CONTRACTOR IS REQUIRED TO NOTIFY THE ENGINEER OF ANY CLOSURE 45 CALENDAR DAYS IN ADVANCE OF THE CLOSURE.
12.

WHILE WORKING IN ANY AREA, THE CONTRACTOR SHALL HAVE AN AIRPORT RADIO CAPABLE OF MONITORING THE AIRPORT UNICOM FREQUENCY (119.00).
13.

THE RUNWAY MUST BE OPEN AND FULLY OPERATIONAL ON THE 4TH OF JULY, AND THE FULL 3 DAY WEEKENDS OF MEMORIAL DAY AND LABOR DAY.

GENERAL WORK SCHEDULE NOTES:

1.

A 40 WORKING DAY PERIOD, CONDUCTED OVER A CONTINUOUS 8 WEEK PERIOD, IS ALLOWED FOR ALL WORK ASSOCIATED WITH THE PROJECT. WORK, OR AN INTERRUPTION TO THE RUNWAY LIGHTING SYSTEM, IN EXCESS OF THIS LIMIT WILL INITIATE THE ACCUMULATION OF LIQUIDATED DAMAGES UNTIL THE WORK IS ACCEPTED BY THE ENGINEER AND REOPENED BY THE CONTRACTOR.
2.

RUNWAY 8-26 SHALL BE CLOSED FOR NO MORE THAN 40 WORKING DAYS TOTAL. NO RUNWAY CLOSURES ARE PERMITTED ON WEEKENDS OR HOLIDAYS. ANY RUNWAY CLOSURE BEYOND THIS WOULD INITIATE THE ACCUMULATION OF LIQUIDATED DAMAGES UNTIL THE WORK IS ACCEPTED BY THE ENGINEER AND REOPENED BY THE CONTRACTOR.
3.

WEEKEND WORK IS NOT ALLOWED. WORK IS ALLOWED BEGINNING MONDAYS AT 6:00 AM UNTIL FRIDAYS AT 4:00 PM. FOLLOWING A SAFETY AND FOD INSPECTION, TO BE CONDUCTED BY THE ENGINEER, THE CONTRACTOR IS REQUIRED TO OPEN THE RUNWAY AND ALL TAXIWAYS TO AIRCRAFT DURING THE WEEKENDS. THE RUNWAY LIGHTING SYSTEM WILL BE ALLOWED TO REMAIN OFF DURING THESE WEEKENDS REOPENINGS.
4.

NIGHT TIME WORK IS ALLOWED WITHIN THE ALLOWABLE WORK SCHEDULE DESCRIBED IN NOTE 3.

WORK IN SAFETY AREAS AND OBJECT FREE ZONES:

1.

NO WORK IS ALLOWED IN ACTIVE RUNWAY AND TAXIWAY SAFETY AREAS. RUNWAY SAFETY AREA (RSA) AND TAXIWAY SAFETY AREA (TSA) ARE DEFINED AS AREAS THAT SHALL BE CLEARED AND GRADED AND HAVE NO RUTS, HUMPS, DEPRESSIONS, OR OTHER SURFACE VARIATIONS. THE MAXIMUM SLOPE ANYWHERE WITHIN A RUNWAY OR TAXIWAY SAFETY AREA SHALL BE 3%. IN TRANSITIONS FROM PAVED TO UNPAVED AREAS, A 1.5 INCH VERTICAL DROP IS ALLOWED. THE RUNWAY AND TAXIWAY SAFETY AREAS SHALL BE MAINTAINED AT ALL TIMES WHEN THE RUNWAY AND TAXIWAY IS OPEN TO AIR TRAFFIC. PERSONNEL, EQUIPMENT, OR MATERIAL WITHIN A RUNWAY SAFETY AREA AT ANY TIME REQUIRES A CLOSURE. SAFETY AREAS THAT ARE CLOSED FOR CONSTRUCTION MUST MEET THESE CRITERIA PRIOR TO REOPENING.
2.

THE CONTRACTOR SHALL ANTICIPATE THE CONSTRUCTION OF TEMPORARY FILLS, COMPACTION, AND GRADING TO MEET REQUIREMENTS, PRIOR TO REOPENING RUNWAYS AND TAXIWAYS. THIS WORK IS CONSIDERED INCIDENTAL TO VARIOUS WORK ITEMS AND SEPARATE PAYMENT WILL NOT BE MADE.
3.

CONTRACTOR SHALL NOT ENTER ANY ACTIVE RSA OR TSA WITHOUT AUTHORIZATION FROM THE AIRPORT. ALL EQUIPMENT, TOOLS, AND MATERIALS SHALL BE MOVED TO STAGING AREAS PRIOR TO REOPENING A RUNWAY OR TAXIWAY.
4.

SAFETY AREA LIMITS
TAXIWAY - 44.5' FROM
RUNWAY 8-26 - 60' FROM 240' FROM
THRESHOLD
5.

RUNWAY AND TAXIWAY OBJECT FREE ZONES ARE DEFINED AS AREAS THAT SHALL BE CLEAR OF FIXED OR MOVABLE OBJECTS. EQUIPMENT NOT IN USE, AND MATERIAL STOCKPILES AND STORAGE SHALL BE PLACED AT LEAST 400 FEET FROM ANY RUNWAY CENTERLINE. NO WORK MAY OCCUR IN TAXIWAY OBJECT FREE ZONES UNLESS THE TAXIWAY IS CLOSED TO AIRCRAFT TRAFFIC. NO STORAGE OF EQUIPMENT, MATERIALS OR STOCKPILES IS ALLOWED WITHIN TAXIWAY OBJECT FREE ZONES.
6.

OBJECT FREE ZONE LIMITS
TAXIWAYS - 44.5' FROM
RUNWAY 8-26 - 125' FROM 240' FROM
THRESHOLD
7.

RUNWAY AND TAXIWAY SAFETY AREA AND RUNWAY AND TAXIWAY OBJECT FREE ZONE CRITERIA MUST BE MET PRIOR TO OPENING AN IMPACTED RUNWAY OR TAXIWAY.

SEQUENCING AND PHASING NOTES:

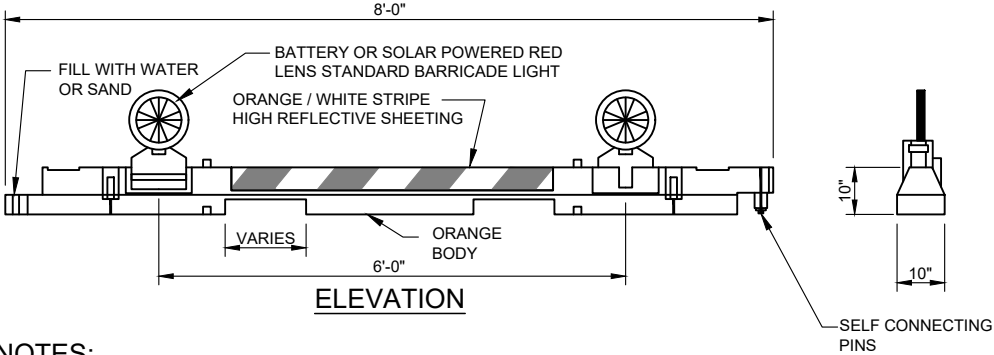
1.

CONTRACTOR SHALL COORDINATE WORK AREA CLOSURES WITH THE AIRPORT TO ENSURE ACCESS AS NEEDED TO MAINTAIN AIRPORT OPERATIONS, INCLUDING PROVIDING FOR AND MAINTAINING ACCESS TO THE FOLLOWING:
 - ACCESS TO THE APRON AREAS
 - ACCESS TO THE FBO RAMP BUILDINGS
 - ACCESS TO HANGARS AND VEHICLE PARKING AREAS
2.

WORK IN WORK AREA 1 REQUIRES THE CLOSURE OF RUNWAY 8-26, AND TAXIWAYS A, A1, A2, A3, AND A4.
3.

WORK IN WORK AREA 2A REQUIRES CLOSURE OF TAXIWAY A.
4.

WHEN USING THE EAST ACCESS ROUTE, THE CONTRACTOR SHALL PROVIDE A VEHICLE ESCORT FOR EACH VEHICLE USING THE ROUTE, INCLUDING USE RELATED TO THE HAULING OF EQUIPMENT/MATERIALS, OR TRANSPORTATION OF PERSONNEL. THE ESCORT SHALL BE FAMILIAR WITH AVIATION PROCEDURES, AND EQUIPPED WITH A RADIO AND AN OMNIDIRECTIONAL FLASHING YELLOW LIGHT MOUNTED ON THE ROOF OF THE CAB.



NOTES:

1.

PLACE BARRICADE PER THE PLANS.
2.

BARRICADES SHALL BE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING, FILLING, EMPTYING, MOVING, AND PROTECTING BARRICADES THROUGHOUT THE DURATION OF THE PROJECT.
3.

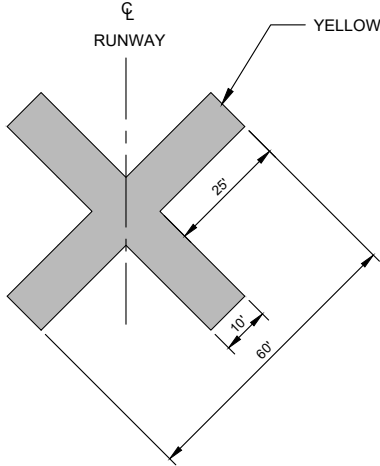
IF CONTRACTOR USES SANDBAGS TO ANCHOR BARRICADES, USE "DOUBLE BAGS" OR OTHER MEASURES TO PREVENT SAND FROM LEAVING OR MIGRATING THROUGH BAG FABRIC.
4.

MAXIMUM SPACING BETWEEN BARRICADES SHALL BE 5 FEET.

LOW LEVEL BARRICADE DETAIL

N.T.S.

1
G-4



NOTES:

1.

CLOSURE CROSSES TO BE PROVIDED BY THE CONTRACTOR.
2.

USE SAND BAGS OR OTHER METHODS APPROVED BY THE ENGINEER TO SECURE CLOSURE CROSSES.

RUNWAY CLOSURE CROSS (NON-LIGHTED) DETAIL

N.T.S.

2
G-4

NAVAIDS CONSTRAINTS		
NAVAID ITEM	OWNER	NOTES
RUNWAY 8 VISUAL APPROACH SLOPE INDICATOR (VASI)	FAA	THE VASI WILL BE TURNED OFF BY FAA WHEN RUNWAY 8-26 IS CLOSED AND TURNED ON BY FAA WHEN RUNWAY 8-26 IS REOPENED. CONTRACTOR TO COORDINATE WITH ENGINEER ON TIMING OF THE START AND END OF INTERRUPTION TO NAVAID SERVICE.
RUNWAY 26 PRECISION APPROACH PATH INDICATORS (PAPI)	CITY OF VANCOUVER	THE PAPI WILL BE TURNED OFF, BY THE CONTRACTOR, AT THE START OF RUNWAY 8-26 CLOSURE. THE NAVAID WILL REMAIN OFF OR ADEQUATELY 'BLANKED' UNTIL SUBSTANTIAL COMPLETION.
RUNWAY 26 RUNWAY END IDENTIFIER LIGHTS (REIL)	FAA	THE REIL WILL BE TURNED OFF BY FAA WHEN RUNWAY 8-26 IS CLOSED AND TURNED ON BY FAA WHEN RUNWAY 8-26 IS REOPENED. CONTRACTOR TO COORDINATE WITH ENGINEER ON TIMING OF THE START AND END OF INTERRUPTION TO NAVAID SERVICE.
PRIMARY WIND CONE (LIGHTED)	CITY OF VANCOUVER	THE CONTRACTOR WILL TURN THE EXISTING PRIMARY WIND CONE OFF PRIOR TO REPLACEMENT OF THE ASSOCIATED HOMERUN CABLE, AND TURN THE NEW PRIMARY WIND CONE ON ONCE INSTALLED.



VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING.
0" 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NO.	DATE	BY	APPR	REVISIONS



PORTLAND OFFICE
5500 MEADOWS RD., #250
LAKE OSWEGO, OR 97035
503.419.2130 OFFICE
503.639.2710 FAX

DATE:
FEBRUARY 2024

PROJECT NO:
3-53-0139-019-2022

DESIGNED BY:
BFC

DRAWN BY:
JS

CHECKED BY:
KBS

SCALE:
AS NOTED

CITY OF VANCOUVER
PEARSON FIELD AIRPORT
ELECTRICAL REPLACEMENT PROJECT

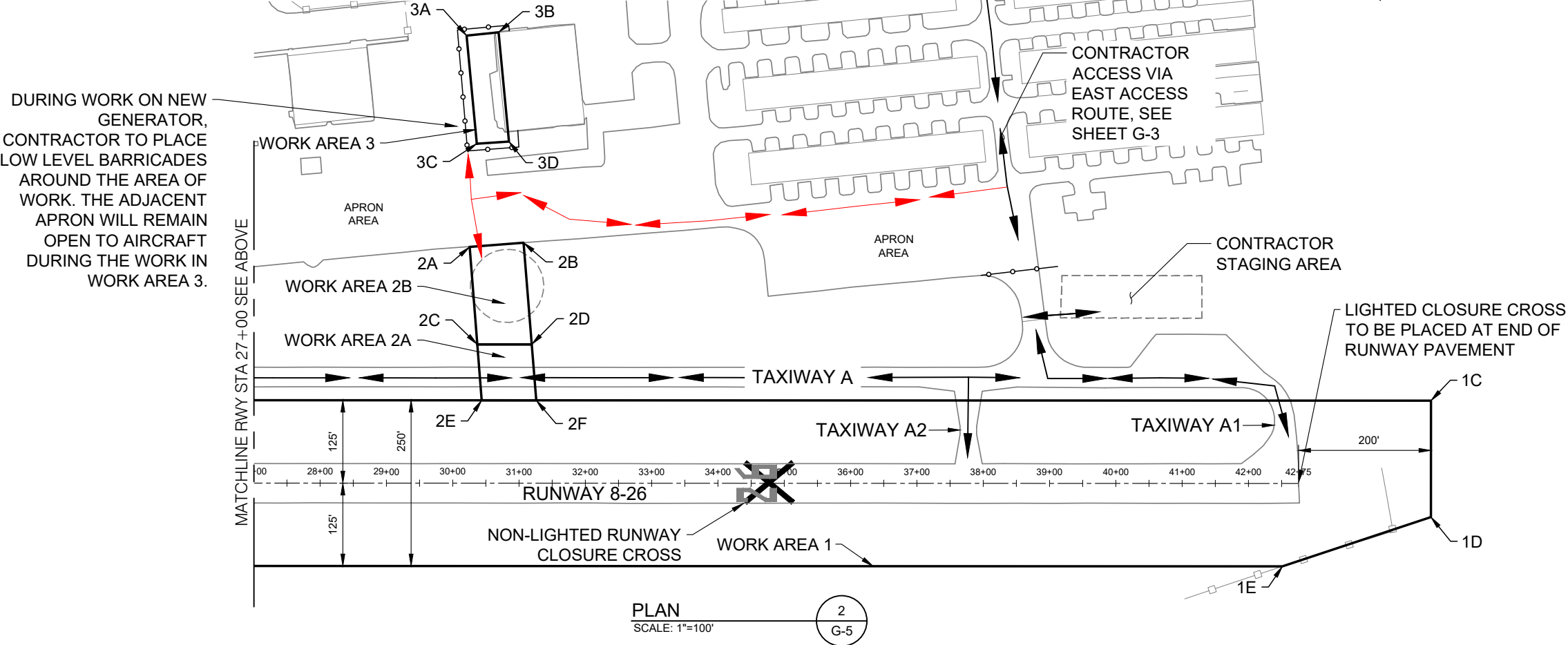
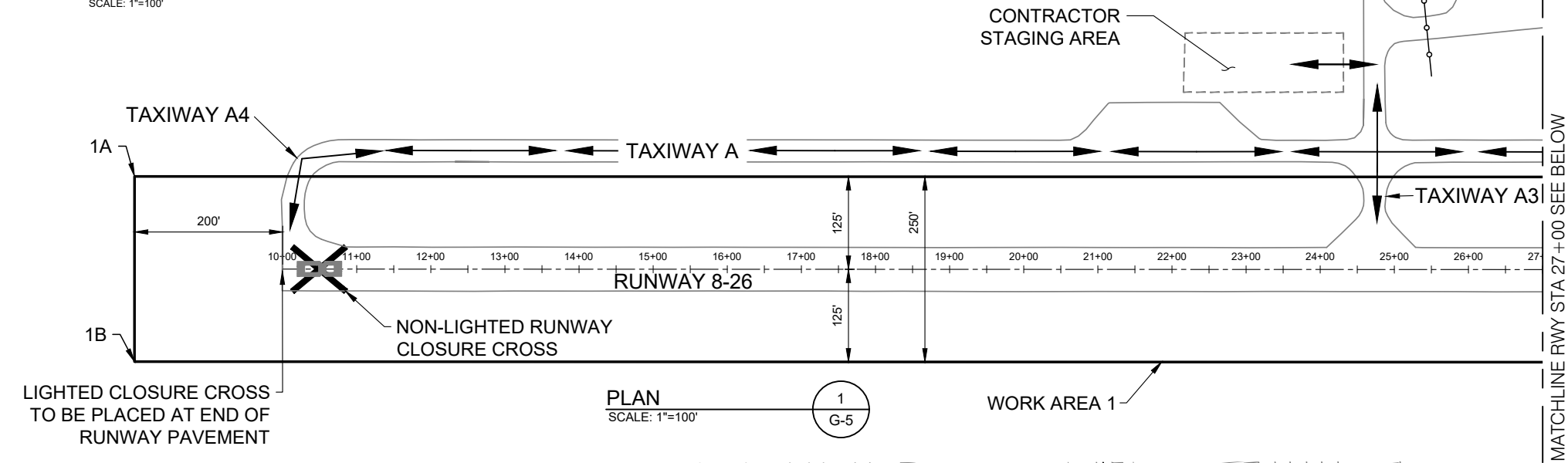
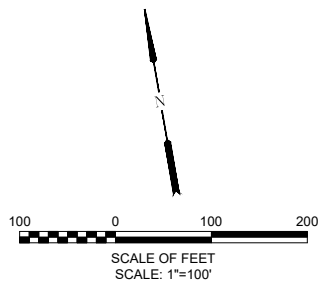
WORK AREA & SAFETY PLAN NOTES & DETAILS

DRAWING NO.

G-4

SHEET NO.

4 OF 25



COORDINATE TABLE		
POINT	NORTHING	EASTING
1A	112682.28	1086871.37
1B	112435.90	1086829.00
1C	112059.33	1090493.19
1D	111886.27	1090463.42
1E	111850.91	1090230.08
2A	112533.06	1089103.59
2B	112525.59	1089184.75
2C	112386.25	1089090.09
2D	112372.33	1089171.01
2E	112301.99	1089082.34
2F	112288.04	1089163.44
3A	112848.00	1089152.96
3B	112844.63	1089201.31
3C	112684.66	1089140.56
3D	112679.62	1089188.89

LEGEND:

EXISTING PAVEMENT EDGE

LOW LEVEL BARRICADE, SEE DETAIL

WORK AREA LIMITS

WORK AREA 1 AND 2A CONTRACTOR ACCESS/HAUL ROUTE

WORK AREA 2B AND 3 CONTRACTOR ACCESS/HAUL ROUTE

CONTRACTOR STAGING AREA

y:\Projects\vancouver_city_01015 - electrical replacement design project\CAD - WORKING\SHEETG-5 WORK AREA PLAN.dwg



VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING.
0" 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NO.	DATE	BY	APPR	REVISIONS



PORTLAND OFFICE
5500 MEADOWS RD., #250
LAKE OSWEGO, OR 97035
503.419.2130 OFFICE
503.639.2710 FAX

DESIGNED BY: BFC
DRAWN BY: JS
CHECKED BY: KBS
SCALE: AS NOTED

DATE: FEBRUARY 2024
PROJECT NO: 3-53-0139-019-2022

CITY OF VANCOUVER
PEARSON FIELD AIRPORT
ELECTRICAL REPLACEMENT PROJECT

WORK AREA PLAN

DRAWING NO.
G-5

SHEET NO.
5 OF 25

Staff Report: 143-24

To: Mayor and City Council
From: City Manager
Date: August 5, 2024

Subject

Contract Amendment - Portland Adventist Medical Center

Key Points

- The City's Procurement regulations require all professional services contract in excess of \$300,000 be approved by City Council.
- Due to increased demand for staffing primarily in Police and Fire departments in 2022 and 2023 along with other City needs, the City has encumbered nearly all the funds of the initial three-year contract, which expires on May 31, 2025.
- Staff requests that the not-to exceed amount of the contract be increased by \$150,000 for a revised contract amount of \$450,000 to continue to cover the costs for pre-employment physical and other medical examinations and testing.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation

The City of Vancouver, through the Human Resources Department, contracts with Portland Adventist Medical Center to provide pre-employment physicals and other medical examinations and testing services as needed on an ongoing basis. The services provided include diagnostic and preventive screening, drug and alcohol screening, occupational toxicology screening, immunizations and laboratory services. Increased demand for staffing primarily in Police and Fire departments, along with other City needs resulted in 350 new hires in 2022 and 2023 with the majority requiring services for pre-employment physicals and medical examinations. The Contract with Portland Adventist Medical Center began on June 1, 2022 and ends May 31, 2025. It is anticipated that the contract not-to-exceed amount (C-100478) of \$300,000 will be exhausted by the end of July if not increased. Staff request an increase to the authorized amount of the contract.

Advantage(s)

Increasing the contract will allow City pre-employment physicals and medical examinations to continue uninterrupted through the end of the contract.

Challenge(s)

None

Budget Impact

Fire and Police pay for their own physicals and have sufficient budget to cover the recommended contractual increase. Human Resources (HR) covers physicals for all other departments. HR is

expected to go over the 2024 budgeted amount (\$47,250) for Adventist medical tests; however, the overage can be absorbed by department savings in other expense budgets.

Prior Council Review

No prior review.

Action Requested

Authorize the City Manager or designee to execute an amendment increasing the authorized not-to-exceed amount of the contract with Portland Adventist Medical Center from \$300,000 to \$450,000.

Staff Contact

Lee Lofton, Interim Human Resources Director, Antoinette Gasbarre, Human Resources Director, lee.lofton@cityofvancouver.us, Antoinette.Gasbarre@cityofvancouver.us

Attachments:

1. Amendment No 1
2. Services Contract C-100918



SERVICE AGREEMENT #C-100918
AMENDMENT No. 1
Medical Testing Services

This Agreement amends the Professional Services Agreement number C-100918 by and between the City of Vancouver, hereinafter referred to as "City", and Portland Adventist Medical Center, dba Adventist Health Portland, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$150,000 to a revised authorized amount of \$450,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Company Name

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-100918**

This Services Agreement (hereinafter referred to as the "Agreement") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and Portland Adventist Medical Center, dba Adventist Health Portland (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Proposal, numbered 6-22 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth below, and as further described in the City's solicitation, and the Contractor's responsive proposal to the City's solicitation, (collectively referred to herein as the "work") which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

The following medical tests and services are to be provided.

Diagnostic and Preventive Screening:

Diagnostic and Preventative Screening
Pre-Employment Physical with physician, including review of health history
DOT-certified Medical Examination
NFPA 1582 Medical Examination and Fitness Evaluation, including endurance, flexibility, and body composition testing,
Fire Wellness Physical
Work Capacity Evaluation
Physical Demands Testing
Respirator Physical Exam, OSHA/Respiratory Questionnaire review, Spirometry and Respirator Fitness Testing
Treadmill Stress Testing
Vision Screening including near, far, depth, peripheral, and color vision
Sleep Study, Sleep Apnea screening
Audiometry including baseline, Whisper Test and six frequency testing
2-view Chest X-ray
EKG

Drug and Alcohol Screening:

Pre-employment drug testing. Option to perform 7 or 9 Panel drug screening, including non-DOT and DOT testing. Laboratory and MRO services to be coordinated by Contractor.

Drug and Alcohol Screening
Pre-employment testing

Occupational Toxicology Screening and Immunizations:

Occupational Toxicology Screening and Immunizations
Hepatitis B, Surface Antibody and Vaccine
Hepatitis C, Antibody
HIV Screening
TB QuantiFERON Gold testing

Laboratory Services:

Laboratory Services
Lipid Panel, Cholesterol (LDL, HDL, Triglycerides and total cholesterol)
CBC, complete blood check
CMP, comprehensive metabolic panel
Heavy Metal (baseline/OSHA exposure) and Lead exposure
UA Micro/UA DIP
PSA Blood Test

Employer Consultation:

1. OSHA Respiratory and Heavy Metal Consultation
2. Hearing Conservation Program
3. Position Analysis and Definition of Minimum Physical Requirements (employer position descriptions)

All work must be authorized and approved by the City's Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$300,000.00 USD.

This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

3. **PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net thirty (30) days.

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth below in Attachment "A", incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on June 1, 2022 and continue until May 31, 2025. City reserves the right to offer an extension up two (2) additional years. Final term of contract shall not exceed a total of five (5) years. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
9. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
10. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Agreement shall immediately become the property

of the City, to the extent permitted by law. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.

- 11. TERMINATION FOR PUBLIC CONVENIENCE:** Either party shall have the right at any time to terminate this Agreement for any reason deemed appropriate by the terminating party, without penalty, upon thirty (30) days' advance written notice to other Party; provided, that the Contractor shall complete all Services ordered up to the date of termination, and City shall remain responsible for payment for all Services actually performed up to the effective date of termination.

In the event this Agreement is terminated prior to the completion of work, the Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

- 12. TERMINATION FOR DEFAULT:** If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

- 13. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available

remedies against the Contractor and it’s sureties for said breach or default, including but not limited to termination of this Contract for convenience.

- 14. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.
- 15. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 16. LIABILITY AND HOLD HARMLESS:** Each Party agrees to defend, indemnify and hold harmless the other Party and their respective officials, employees and agents against any and all liability, causes of action, claims, suits, judgments, or demands brought by third parties, including costs, expenses and attorney’s fees, which the other Party may incur to the extent arising out of, or incident to, the indemnifying Party’s negligent acts and omissions or willful misconduct during the performance of this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers’ compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor is an independent contractor and responsible for the safety of its employees.
- 17. INSURANCE:** The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	

Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All coverages shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all coverage and copies shall be provided to the City upon request.

Notwithstanding anything to the contrary, City acknowledges that Contractor's participation in Adventist Health's programs of self-insurance is deemed to satisfy all insurance requirements as specified in section 17 Insurance.

18. NOTICES: All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Jennifer Burchett

Portland Adventist Medical Center

10123 SE Market St

Portland, OR 97216

Email: BurcheJJ@ah.org

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

19. AMENDMENTS: All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

20. SCOPE OF AGREEMENT: This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

21. RATIFICATION: Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

22. GOVERNING LAW/VENUE: This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of

Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 24. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 25. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 26. NONDISCRIMINATION:** The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Agreement, as of the dates set forth below.

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:

Anna Vogel

7C05B7FF675849B...

Anna L. Vogel, Procurement Manager

6/27/2022

Date

Attest:

DocuSigned by:

Natasha Ramras

BCF0734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

Taylor Hallvik

261B190A339644B...

Taylor Hallvik, Assistant City Attorney

For: Jonathan Young, City Attorney

CONTRACTOR:

Portland Adventist Medical Center

Kyle King

Signature

Kyle King

ceo

Printed Name /Title

06/08/2022

Date

Attachment "A"

4. Cost Proposal:

On an annual basis, the fees set forth on this cost proposal may be adjusted by Adventist Health, giving consideration to cost factors impacting the medical care industry, but not to exceed 3% per year.

Service	Price
Medical Evaluation/Physical	
Physical Examination – preemployment, annual, NFPA. Includes review of health history and Snellen vision test	\$99
DOT Physical	\$99
Respirator Physical – Includes Spirometry	\$138
Spirometry	\$73
Respirator Questionnaire Review	\$33
Audiogram	\$35
EKG Resting	\$107
Chest Xray 2 View	\$118
Treadmill Stress Test	\$328
Vision Titmus	\$49
Fitness for Duty Exam	\$175
Lab Work	
CBC/CMP/Lipid Panel	\$77
Prostate Specific Antigen	\$54
UA Micro	\$22
Heavy Metal Blood (Arsenic, Mercury, Lead)	\$138
Urine Drug Collection – Non-Federal	\$28
Urine Drug Collection – Federal	\$33
Urine Drug Collection and Testing	\$52
Urine Instant Drug Test 10 Panel	\$60

QuantiFeron Gold Test for TB	\$48
HIV Screening	\$60
Hepatitis C Screening	\$68
Hepatitis B Antibody Screening	\$36
Immunizations	
Hepatitis A Vaccine	\$139 per dose
Hepatitis B Vaccine	\$81 per dose
Tdap Vaccine	\$77
MMR Vaccine	\$91 per dose
Flu Shot	\$32
Varicella Vaccine	\$149 per dose
Hearing Conservation	
	HEARING CONSERVATION PROGRAM PRICING “Exhibit A” Full Day Rate (6-10 hours of testing)..... \$1,850.00 Includes two 40-minute breaks and one 20-minute break Accommodates up to 100 people Includes travel <30 miles one-way from Adventist Medical Center Half Day Rate (4-5 hours of testing)..... \$1,075.00 Includes one 40-minute break Accommodates up to 52 people Includes travel <30 miles one-way from Adventist Medical Center Quarter Day Rate (3 hours of testing)..... \$775.00 No breaks needed Accommodates up to 36 people Includes travel <15 miles one-way from Adventist Medical Center 2-hour minimum (up to 2 hours of testing)..... \$625.00 No breaks needed Accommodates up to 24 people Includes travel <15 miles one-way from Adventist Medical Center <u>OTHER FEES NOT INCLUDED IN DAILY RATE CHARGES</u> Van Set-up fee..... \$75.00 per set-up

	• Training handouts..... no charge • Audiogram Reviews (required for all problem audiograms).....\$25.00 per review • Retest Summary (required for all retest audiograms).....\$25.00 per review • HPD fitting fee..... \$10.00 per person • Late Cancel Fee.....>30 days no charge; 10-30 day \$300.00 <10 days Daily rate fee as previously scheduled • Overnight stay expenses (if applicable) • Hotel reimbursement..... not to exceed \$300.00/day • Meals per diem reimbursement.....equal to IRS standard <u>OTHER CLINIC FEES</u> • Individual screening in clinic..... \$35.00 per test • Diagnostic audiogram in clinic..... \$150.00 per hour • Custom earplugs (as requested) • Standard/Colored.....\$150.00/pair • Filtered/Specialty..... \$250.00/pair Additional charges will be billed at \$150.00 per hour by 15-minute increments. These may include but are not limited to: • Travel in excess of Daily Rate limits • Lecture-style training • Scheduled consultation with the audiologist • Data entry/Data Management • FIT testing • Work-related Determination
Workforce	
Post-Job-Offer Screening	\$77.50 per 30 minutes
Job Analysis of essential physical demands of a specified job	\$262.50 per hour

Staff Report: 144-24

To: Mayor and City Council
From: City Manager
Date: August 5, 2024

Subject

Interlocal Agreement - Collaboration of Stormwater Partners of Southwest Washington

Key Points

- Continue the City's involvement in Stormwater Partners of Southwest Washington
- Agreement aligns with Western Washington Municipal Stormwater Permit term
- Continue regional collaboration for consistent stormwater outreach and messaging

Strategic Plan Alignment

Climate and Natural Systems – environmental stewardship and efforts to address climate change to ensure a sustainable future

Present Situation

In 2009, the Washington Department of Ecology first issued the Phase II Western Washington Municipal Stormwater Permit (Permit) to small jurisdictions, including Vancouver, regulating discharges from separate municipal stormwater systems (MS4) into surface waters of the state. Permits are in effect for five years with the most recent Permit update issued July 1, 2024, effective August 1, 2024. The Permit requires permittees to implement an education and outreach program designed to:

- build general awareness about methods to address and reduce impacts from stormwater runoff; and
- effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts; and
- create stewardship opportunities that encourage community engagement in addressing the impacts from stormwater runoff.

Stormwater Partners of Southwest Washington was formed in 2009 by Clark County and the cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, and Washougal to develop common stormwater outreach and messages. In 2017, Clark County created an outreach position to support permit requirements and collaborate with local partner agencies to pool resources and create consistent messaging. Clark County has been the lead agency to develop and implement outreach and education projects, coordinate regular meetings, host an annual symposium, and act as a liaison to other regional groups throughout Washington and Oregon.

Since 2017, Clark County has received grant funding totaling more than \$300,000 to produce resources for educating residents about stormwater facilities, develop and implement a Don't Drip and Drive campaign, spearhead watershed sign replacements, create Explore Your Watershed GIS Storymap and provide a suite of stormwater facility maintenance resources. In addition to grant

funded activities, Clark County hosts and maintains a website for all developed stormwater community outreach content and resources and coordinates an annual student video contest. Other partner agencies, including Vancouver, contribute staff time to support these projects.

This interlocal agreement would continue to support activities developed and implemented by Stormwater Partners and its partner agencies for education and outreach as required by the City's Permit. The agreement would run through 2029 with Clark County continuing to act as the lead administrative agent for project activities.

Advantage(s)

1. Consistent messaging across the region
2. Pool agency resources
3. Regional collaboration
4. Defines roles, responsibilities, and expectations for partners

Challenge(s)

None

Budget Impact

Funding of \$20,000 per year will come from the Surface Water utility fund. The first year (2024) will be paid for with grant funds provided by the Washington Department of Ecology. It is anticipated that funding for participation in future years will be through utilization of grant funds from Washington Department of Ecology.

Prior Council Review

None

Action Requested

Authorize the City Manager, or their designer, to execute an Interagency Agreement with Clark County and the cities of Battle Ground, Camas, Ridgefield, and Washougal to participate in a regional group, Stormwater Partners of Southwest Washington per the Agreement.

Staff Contact

Kris Olinger, Utility Engineering Program Manager, kris.olinger@cityofvancouver.us

Attachments:

1. FINAL Stormwater Partners Interlocal Agreement 7-2-2024

INTERLOCAL AGREEMENT
COLLABORATION OF STORMWATER PARTNERS OF SOUTHWEST
WASHINGTON
Between
CLARK COUNTY
And
THE CITY OF BATTLE GROUND
And
THE CITY OF CAMAS
And
THE CITY OF RIDGEFIELD
And
THE CITY OF VANCOUVER
And
THE CITY OF WASHOUGAL

THIS IS AN INTERLOCAL AGREEMENT (“Agreement”) between Clark County (“County”), a municipal corporation of the State of Washington, the City of Battle Ground (“Battle Ground”), the City of Camas (“Camas”), the City of Ridgefield (“Ridgefield”), the City of Vancouver (“Vancouver”) and the City of Washougal (“Washougal”), all of which are municipal corporations of the State of Washington. Battle Ground, Camas, Ridgefield, Vancouver, and Washougal are collectively referred to as “Cities”. All entities above may be collectively referred to as “Parties” and each individual entity may be referred to as a “Party”.

RECITALS

Clark County is a Permittee under the Phase I Municipal Stormwater Permit (the "Phase I Permit") issued by the Washington State Department of Ecology ("Ecology") pursuant to the National Pollutant Discharge Elimination System ("NPDES") permitting program established under the federal Clean Water Act, 33 U.S.C. § 1251 et seq. (the "CWA"), and Washington's Water Pollution Control Law, chapter 90.48 RCW (the "WPCL").

The Cities are, or may become, Permittees under the Phase II Western Washington Municipal Stormwater Permit (the "Phase II Permit") issued by Ecology pursuant to the NPDES permitting program established under the CWA and the WPCL. In this Agreement, the Phase I Permit and the Phase II Permit are together referred to as the "NPDES Permits".

The Phase I Permit (S5.C.11) and Phase II Permit (S5.C.2) allow for education and outreach program requirements ("E & O requirements") to be met as a member of a regional group. The Parties participate in a regional group, Stormwater Partners of Southwest Washington ("Stormwater Partners").

The Parties are required to implement an education and outreach program designed to build general awareness about methods to address and reduce stormwater runoff, effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts, and create stewardship opportunities that encourage community engagement in addressing the

impacts from stormwater runoff under the Phase I Permit (S5.C.11) and the Phase II Permit (S5.C.2). The Parties recognize that collaborating through Stormwater Partners to meet E & O requirements can result in more effective and consistent products that benefit from efficiencies of scale.

The objective of Stormwater Partners is to support the Parties in meeting E & O requirements in the Phase I Permit (S5.C.11) and the Phase II Permit (S5.C.2).

Pursuant to chapter 39.34, RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government functions or services which each is by law authorized to perform.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and obligations contained herein, including the attached Exhibits, which are incorporated herein by reference as though set forth in full at this point, the Parties agree as follows:

1. REQUIREMENTS OF INTERLOCAL COOPERATION ACT.

1.1. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

1.2. The Parties agree that no separate legal or administrative entities are necessary to carry

out this Agreement.

1.3. Any real or personal property used or acquired by any Party in connection with the performance of this Agreement will remain the sole property of that Party, and no other Party shall have any interest therein.

1.4. Each Party to this Agreement shall designate an individual (an "Administrator"), which shall be designated by title or position, to oversee and administer that Party's participation in this Agreement. Each Party's initial Administrators is as follows:

County's Initial Administrator:

Devan Rostorfer, Clean Water Division
Manager
Clark County Public Works
1300 Franklin Street
Vancouver, WA 98660
devan.rostorfer@clark.wa.gov

Battle Ground's Initial Administrator:

Mark Herceg, PE
Battle Ground Public Works Director
109 SW 1st St, Suite 127
Battle Ground, WA 98604
mark.herceg@cityofbg.org

Camas' Initial Administrator:

Doug Quinn, City Administrator
City of Camas
616 NE 4th Ave
Camas, WA 98607
dquinn@cityofcamas.us

Ridgefield's Initial Administrator:

Chuck Green
Ridgefield Public Works Director
P.O. Box 608
Ridgefield, WA 98642
Chuck.green@ridgefieldwa.us

Vancouver's Initial Administrator:

Kris Olinger, P.E.
Surface Water Engineering Program
Manager
City of Vancouver
1500 SE Columbia Way
Vancouver, WA 98661
Kris.olinger@cityofvancouver.us

Washougal's Initial Administrator:

Trevor Evers
Public Works Director
1701 C St
Washougal, WA 98671
trevor.evers@cityofwashougal.us

Any Party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other parties. The above-named Administrators are authorized to act on their respective party's behalf regarding subsequent extensions or renewals of this Agreement.

2. PURPOSE. The purpose and intent of this Agreement is for the Parties to work together efficiently and effectively to meet E & O requirements of the Phase I Permit (S5.C.11) and Phase II Permit (S5.C.2) through Stormwater Partners of Southwest Washington. This Agreement provides a mechanism for the Parties to collaborate on projects and campaigns to help meet E & O requirements.

3. MUTUAL OBLIGATIONS.

3.1. Each Party shall designate at least one representative ("Representative") from its jurisdiction to serve as a point of contact and participate in planning, coordination, and implementation of Workplan activities of Stormwater Partners.

3.2. The Parties' Representatives to Stormwater Partners will share planning, coordination and implementation roles and responsibilities as equally as possible. Each

Representative may utilize other staff within their jurisdiction to support planning, coordination, and implementation of Workplan activities as needed. Responsibilities include, but are not limited to attending meetings, keeping meeting minutes, procuring materials and/or vendors to support Workplan activities, managing contracts to perform Workplan activities, participating in other coordination groups relevant to Workplan activities and sharing information about other statewide or regional opportunities relevant to E & O requirements.

3.3. Each Party's Representatives to Stormwater Partners will be responsible for implementing Workplan activities within their jurisdiction. Parties may support implementation of Workplan activities in jurisdictions outside of their own if agreed to by those participating jurisdictions.

3.4. In order to ensure that the budgetary limitations set forth within this Agreement are not exceeded, prior to implementing any Workplan activities or incurring any shared expenses, each Party shall submit a spending request to the Lead Agency for approval. The spending request shall set forth the amount to be spent and shall describe in detail how the funds will be utilized. Parties shall not invoice any other Party for any cost or expense unless specifically approved in writing by the Lead Agency.

3.5. A Party incurring costs for website expenses and shared Workplan activities shall invoice other Parties for an equal amount representing each Party's pro-rata (based upon the number of Parties to this Agreement) share of the costs. A copy of the Lead Agency

approval shall accompany all such invoices.

3.6. The Parties shall make payment on invoices that are submitted in accordance with the terms and conditions of this Agreement by the invoicing Party within thirty (30) days following receipt of said invoice.

4. REPORTING. By February 15, of each year this Agreement is in effect, the Representatives from the County and Cities will produce a report summarizing the Workplans activities accomplished during the previous year. The report shall also list, for each Party, the total amount of costs/expenses incurred by said Party for program activities, the total amount paid by said Party to other Parties pursuant to this Agreement, and the total amount received by said Party from other Parties pursuant to this Agreement.
5. WORKPLAN DEVELOPMENT. By August 30 of each year this Agreement is in effect, the Parties shall develop a Stormwater Partners workplan (Workplan, Exhibit A) for the following 12 months that outlines activities that support E & O requirements. The Workplan will consist of activities approved by a majority of the Representatives.
6. FUNDING. Total spending outlined in each annual Stormwater Partners Workplan shall not exceed \$120,000. Each Party's net spending under this Agreement (expenses incurred directly as a result of performing shared Workplan activities; plus direct payments paid by said Party to other Parties pursuant to this Agreement; minus direct payments paid to said Party by other Parties pursuant to this Agreement) shall be equivalent to that Party's pro-rata share (based

upon the number of Parties to this Agreement) of the annual Workplan budget, up to a maximum of \$20,000.

7. LEAD AGENCY OBLIGATIONS.

7.1. Designate a Representative from its jurisdiction to serve as a point of contact and participate in planning, coordination, and implementation of Workplan activities.

7.2. The County shall serve as the Lead Agency for Stormwater Partners. As such, duties of the Lead Agency include:

7.2.1. Setting monthly planning and coordination meetings at times and locations, taking into consideration the schedules of other and agreeable to all Representatives.

7.2.2. Hosting the Stormwater Partners website.

7.2.3. Maintaining planning and coordination documents, including the annual Workplan, in a central location agreed upon by Representatives.

7.2.4. Receive and, if consistent with the budget and the provisions of this Agreement, approve spending requests from each Party prior to that Party invoicing the other Parties. The Lead Agency will track the budget and provide updates at coordination meetings or upon request of any Party.

7.3. The County shall coordinate and implement Workplan activities within the unincorporated areas of Clark County.

8. TERM. The term of this Agreement shall commence upon execution of this Agreement by all parties hereto and extend until June 30, 2029 (the “Term”), unless extended pursuant to the terms and provisions hereof. The Parties may extend the Term of this Agreement one additional time for up to five years by unanimous written approval of the Administrators for all Parties remaining in the Agreement. Any extension or renewal of this Agreement shall be completed no later than 30 days before the expiration of the original Term.
9. NO THIRD-PARTY BENEFICIARIES. No liability shall attach to the Parties by reason of entering into this Agreement, except as expressly provided herein. This Agreement is executed for the benefit of the Parties and the public generally. This Agreement is not intended to, and shall not be construed as, creating any third-party beneficiary.
10. HOLD HARMLESS/INDEMNIFICATION. To the extent authorized by law, each Party shall indemnify, defend, and hold harmless each other Party hereto, and their respective elected and appointed officials, employees, officers, contractors and agents, from any and all claims, demands, suits at law or equity, actions, penalties, losses, costs, and damages (both to persons and/or property), if caused by the indemnifying Party’s violation of law or breach of any legal duty, provided, that if any such claim is caused by, or results from, the concurrent negligence of one or more Parties hereto, then this indemnity provision shall be valid and enforceable only to the extent of each Party’s respective allocation of negligence. The terms of this section shall survive the termination of this Agreement.
11. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered,

Interlocal Agreement – Clark County and City of Battle Ground and City of Camas and City of Ridgefield and City of Vancouver and City of Washougal

postage prepaid and addressed to:

To the County:

CLARK COUNTY
PUBLIC WORKS
PO Box 9810
Vancouver, WA 98666-9810
Attention: Public Works Director

To Battle Ground:

CITY OF BATTLE GROUND
109 SW 1st St, Suite 127
Battle Ground, WA 98604
Attention: Public Works Director

To Camas:

CITY OF CAMAS
616 NE 4th Ave
Camas, WA 98607
Attention: Public Works Director

To Ridgefield:

CITY OF RIDGEFIELD
230 Pioneer St
Ridgefield, WA 98642
Attention: Public Works Director

To Vancouver:

CITY OF VANCOUVER
PO Box 1995
Vancouver, WA 98668
Attention: Public Works Director

To Washougal:

CITY OF WASHOUGAL
1701 C St
Washougal, WA 98671
Attention: Public Works Director

The name and address to which notices shall be directed may be changed by any Party by giving all of the other Parties prior written notice of such change.

12. WAIVER. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition nor of any subsequent breach.

13. MODIFICATIONS. Except as otherwise provided herein, any modification to this Agreement must be in writing and signed by each other Party to this Agreement. Pursuant to

section 1.4 above, each Party's Administrator is authorized to act on their respective Party's behalf regarding extensions or renewals of this Agreement.

14. TERMINATION. Any Party may terminate its participation in this Agreement by providing to the other Parties notice of proposed termination at least 90 (ninety) days prior to the proposed date of termination. Written notice is effective three days post presentation, through personal delivery, mail notice, or email notice.

15. ENTIRE AGREEMENT. This Agreement contains all agreements of the Parties with respect to the subject matter covered herein, and no prior Agreements shall be effective to the contrary.

16. AUDIT AND RECORDS. During the term of this Agreement and for a period of not less than five (5) years thereafter, all Parties shall maintain the records and accounts pertaining to the subject matter of this Agreement and shall make them available during normal business hours and as often as necessary for inspection and audit by the parties, the State of Washington, and/or federal government, and copies of all records, accounts, documents or other data pertaining to the subject matter of this Agreement shall be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audits are commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even if such litigation, claim or audit continues past the five-year retention period.

17. DOCUMENT EXECUTION AND FILING. The Parties agree this Agreement shall be

Interlocal Agreement – Clark County and City of Battle Ground and City of Camas and City of Ridgefield and City of Vancouver and City of Washougal

executed using electronic signatures. Upon execution, each Party shall retain a fully executed Agreement. Each Party shall cause a copy of this Agreement to be posted on its websites pursuant to RCW 39.34.040. This fully executed Agreement shall be distributed to the designated agents of the Parties, named as follows:

Director of Public Works
CLARK COUNTY
PO Box 9810
Vancouver, WA 98666-9810

Ridgefield Public Works Director
CITY OF RIDGEFIELD
230 Pioneer St
Ridgefield, WA 98642

Battle Ground Public Works Director
CITY OF BATTLE GROUND
109 SW 1st St, Suite 127
Battle Ground, WA 98604

Vancouver Public Works Director
CITY OF VANCOUVER
PO Box 1995
Vancouver, WA 98668

Public Works Director
CITY OF CAMAS
616 NE 4th Ave
Camas, WA 98607

Washougal Public Works Director
CITY OF WASHOUGAL
1701 C St
Washougal, WA 98671

18. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such holding shall not affect the validity of any other part of this Agreement.

19. ASSIGNMENT/SUBCONTRACTING. No Party shall transfer or assign, in whole or in part, its respective rights or obligations under this Agreement without the prior written consent of each other Party. Consent for assignment or transfer shall not be unreasonably withheld.

20. INDEPENDENT CAPACITY. Employees or agents of a Party engaged in the performance of projects under this Agreement shall continue to be employees or agents of that Party and shall not be considered employees or agents of any other Party to this Agreement.

21. CHOICE OF LAW. This Agreement shall be interpreted in accordance with the laws of the State of Washington.

22. DISPUTES. Each Party's Administrator, or their designee, shall attempt in good faith to resolve all disputes regarding the terms of this Agreement. In the event the dispute is not resolved by the Parties through negotiation, a lawsuit seeking to enforce this Agreement shall be filed in the Superior Court of the State of Washington in and for Clark County. Each Party shall bear their own legal fees, costs, and expenses related to enforcing any legal rights and responsibilities under this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized officers. This Agreement shall be effective on the date last signed below.

CLARK COUNTY

CITY OF BATTLE GROUND,
A municipal corporation

By: _____
Kathleen Otto, County Manager

By: _____
Kris Swanson, Interim City Manager

Dated: _____

Dated: _____

Interlocal Agreement – Clark County and City of Battle Ground and City of Camas and City of Ridgefield and City of Vancouver and City of Washougal

Approved as to form only:

ANTHONY F. GOLIK
Prosecuting Attorney

By: _____
Kevin A. McDowell,
Deputy Prosecuting Attorney

Attest:

By: _____
Rebecca Messinger, Clerk to the Council

CITY OF VANCOUVER,
A municipal corporation

By: _____
Eric J. Holmes, City Manager

Dated: _____

Approved as to form only:

By: _____
Jonathan Young, City Attorney

Attest:

By: _____
Natasha Ramras, City Clerk

Approved as to form only:

By: _____
Ken Harper, City Attorney

Attest:

By: _____
Elizabeth Halili, City Clerk

CITY OF CAMAS,
A municipal corporation

By: _____
Doug Quinn, City Manager

Dated: _____

Approved as to form only:

By: _____
Shawn MacPherson, City Attorney

Attest:

By: _____
Syndey Baker, City Clerk

Interlocal Agreement – Clark County and City of Battle Ground and City of Camas and City of Ridgefield and City of Vancouver and City of Washougal

CITY OF WASHOUGAL,
A municipal corporation

By: _____
David Scott, City Manager

Dated: _____

Approved as to form only:

By: _____
Robert Zeinemann, City Attorney

Attest:

By: _____
Daniel Layer, City Clerk

CITY OF RIDGEFIELD,
A municipal corporation

By: _____
Steve Stuart, City Manager

Dated: _____

Approved as to form only:

By: _____
Janean Parker, City Attorney

Attest:

By: _____
Julie Ferriss, City Clerk

Exhibit A

Stormwater Partners of SW Washington 2024-2025 Work Plan



CLARK COUNTY WASHINGTON
PUBLIC WORKS
CLEAN WATER



THE CITY OF
Battle Ground
WASHINGTON



CITY OF
Vancouver
WASHINGTON



Background

Stormwater Partners of SW Washington was originally formed in 2009 to provide neighborhoods and businesses technical assistance and guidance on private stormwater facility maintenance and behaviors to protect stream health. Clark County received funding from the Department of Ecology GRSS grants and collaborated with the cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver and Washougal. Grant products included workshops, printed and digital resources, videos and signage. The partnership slowed in the years following the last grant in 2013.

Recognizing the benefits of consistent messaging and regional collaboration, Clark County rekindled Stormwater Partners of SW Washington in 2017. The county led three grant projects from 2017 to 2021 to pilot the Don't Drip and Drive campaign, replace aging watershed signs and develop an interactive storymap, and build off previous Stormwater Partners work to develop a suite of multimedia resources that support private stormwater facility maintenance work. The county also revamped the website to include pollution prevention resources for residents and businesses, activities for educators, materials for contractors and engineers, and private stormwater facility maintenance resources.

Resources and activities developed through Stormwater Partners help Clark County and partner cities meet education and outreach requirements of the Western Washington Municipal Stormwater Permit (NPDES Permit). They also serve the community by providing high quality, consistent guidance and messaging.

Purpose

This workplan describes priority audiences and potential subject areas for Stormwater Partners under the Interlocal Agreement (ILA). The subject areas will reflect the education and outreach requirements found in the NPDES Permit (Phase I permit section S5.C.11 and Phase II permit section S5.C.2). Specific activities and deliverables under each section will be updated annually by August 1 based on partner consensus. Additionally, this workplan includes reporting tasks to support partners annual reporting requirements to Ecology and research when necessary for supporting other activities.

The workplan will fulfill two main priorities: 1) supporting each partner in meeting the NPDES Permit education and outreach requirements and 2) creating high quality and consistent resources, messaging and programing for Clark County audiences.

1. General public, including overburdened communities

General awareness subject areas:

- General impacts of stormwater on surface waters, including impacts from impervious surfaces
- Hazards associated with illicit discharges and improper disposal of waste

- LID principles and BMPs

Behavior change subject areas:

- Use and storage of automotive chemicals, hazardous cleaning supplies, carwash soaps, and other hazardous materials
- Prevention of illicit discharges
- Yard care techniques protective of water quality
- Use and storage of pesticides and fertilizers and other household chemicals
- Carpet cleaning
- Repair and maintenance BMPs for vehicles, equipment, and/or home buildings
- Pet waste management and disposal
- LID principles and LID BMPs
- Stormwater facility maintenance, including LID facilities
- Litter and debris prevention
- Other locally important stormwater-related subject areas

Activities may include delivering programs and communicating programs in a variety of mediums such as social media, digital content, websites, in-person and mass media.

2. School age children and college/university or trade students

General awareness subject areas:

- General impacts of stormwater on surface waters, including impacts from impervious surfaces
- Hazards associated with illicit discharges and improper disposal of waste
- LID principles and BMPs

Behavior change subject areas:

- Use and storage of automotive chemicals, hazardous cleaning supplies, carwash soaps, and other hazardous materials
- Prevention of illicit discharges
- Yard care techniques protective of water quality
- Use and storage of pesticides and fertilizers and other household chemicals
- Carpet cleaning
- Repair and maintenance BMPs for vehicles, equipment, and/or home buildings
- Pet waste management and disposal
- LID principles and LID BMPs
- Stormwater facility maintenance, including LID facilities
- Litter and debris prevention
- Other locally important stormwater-related subject areas

Activities may include delivering programs and communicating programs in a variety of mediums such as social media, digital content, websites, in-person and mass media.

3. Businesses, including home-based and mobile businesses

General awareness subject areas:

- General impacts of stormwater on surface waters, including impacts from impervious surfaces
- Hazards associated with illicit discharges and improper disposal of waste
- LID principles and BMPs

Behavior change subject areas (including property managers/owners):

- Use and storage of automotive chemicals, hazardous cleaning supplies, carwash soaps, and other hazardous materials
- Prevention of illicit discharges
- Yard care techniques protective of water quality
- Use and storage of pesticides and fertilizers and other household chemicals
- Carpet cleaning
- Repair and maintenance BMPs for vehicles, equipment, and/or home buildings
- Pet waste management and disposal
- LID principles and LID BMPs
- Stormwater facility maintenance, including LID facilities
- Dumpster and trash compactor maintenance
- Litter and debris prevention
- Other locally important stormwater-related subject areas

Activities may include delivering programs and communicating programs in a variety of mediums such as social media, digital content, websites, in-person and mass media.

4. Engineers, contractors, developers, property owners/managers, and land use planners

General awareness subject areas:

- Technical standards for stormwater site and erosion control plans
- LID principles and LID BMPs
- Stormwater treatment and flow control BMPs/facilities
- Source control BMPs for building materials to reduce pollution to stormwater, including but not limited to stormwater pollution from PCB-containing materials

Activities may include delivering programs and communicating programs in a variety of mediums such as social media, digital content, websites, in-person and mass media.

5. Stewardship opportunities

Stormwater Partners may collaborate to partner or promote (or both) stewardship opportunities to encourage residents or businesses to participate in activities or events planned and organized within the community, such as: stream teams, storm drain marking, volunteer monitoring and riparian plantings. Permittees may partner or promote (or both) stewardship opportunities created or organized by existing organizations (including non-permittees). Partners will implement stewardship opportunities in their own jurisdictions.

6. Research

When necessary, Stormwater Partners may conduct research to understand audiences and community needs. Research may consist of surveys, focus groups or digital analytics.

7. Reporting

Stormwater Partners will produce a report summarizing accomplishments of this workplan each year by February 15.

Staff Report: 145-24

To: Mayor and City Council
From: City Manager
Date: August 5, 2024

Subject

Approval of the Updated 2024 Council Meeting Schedule

Key Points

- Council Policy 100-32 (City Council Meetings) calls for the annual Council meeting schedule to be approved by the City Council.
- The annual meeting schedule and calendar identify all Regular meetings, as well as scheduled holidays and breaks.
- Following Council adoption of the meeting schedule, City staff will publicly notice the full schedule and post the annual calendar on the City's website.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation

During the July 15, 2024, City Council Meeting, City Council adopted new language for Policy 100-32, which included adding Regular Meetings with a Community Communications Forum.

The annual schedule identifies the date, time and type of each Council meeting, as well as any Mondays when the Council will not meet. Per Council policy, the Council meets every first, second, third, and fourth Monday of each month, excluding any City-recognized holidays that fall on a Monday. Per the City Charter, Council must meet at least twice per month for Regular meetings. Informational workshops may be held, as needed, before any Council meeting. The specific time and topic for each workshop will be identified on the published agenda for a given meeting date.

The update to Policy 100-32 lead to an update to the 2024 Council schedule. The remaining 2024 Council schedule includes 12 Regular Council meetings, 3 Regular Council meetings with a Community Communications Forum, and Community Forums once per quarter. All City Council meetings will begin at 6:30 p.m., per Council Policy 100-32. Workshops will be held between 4:00 and 6:00 p.m., unless otherwise noted on a published agenda. Community Forums will be held for up to 90 minutes as noticed and announced.

Subject to Council approval, the updated 2024 annual schedule will be publicly noticed in The Columbian newspaper, and the calendar will be posted on the City's website and distributed to the media and all City departments. Copies of the printed Council meeting calendar may be requested by contacting the Council Assistant at 360-487-8600.

Any cancelations or changes to the annual schedule, or the addition of Council retreats or other special Council meetings, will be advertised in accordance with Council Policy and the Washington

Open Public Meetings Act.

Updated 2024 Annual Meeting Schedule

All meetings begin at 6:30 p.m. | Workshops 4:00-6:00 p.m. (subject to change)

8/5/2024	Regular Meeting	6:30 p.m.	4-6 p.m.
8/12/2024	Regular Meeting	6:30 p.m.	4-6 p.m.
8/19/2024	Regular Meeting	6:30 p.m.	4-6 p.m.
8/26/2024	Regular Meeting with a Community Communications Forum	6:30 p.m.	4-6 p.m.
9/2/2024	No Meeting - holiday (Labor Day)		
9/9/2024	Regular Meeting	6:30 p.m.	4-6 p.m.
9/16/2024	Regular Meeting	6:30 p.m.	4-6 p.m.
9/23/2024	Community Forum	6:30 p.m.	
9/30/2024	No Meeting - 5th Monday		
10/7/2024	Regular Meeting	6:30 p.m.	4-6 p.m.
10/14/2024	Regular Meeting	6:30 p.m.	4-6 p.m.
10/21/2024	Regular Meeting	6:30 p.m.	4-6 p.m.
10/28/2024	Regular Meeting with a Community Communications Forum	6:30 p.m.	4-6 p.m.
11/4/2024	Regular Meeting	6:30 p.m.	4-6 p.m.
11/11/2024	No Meeting - holiday (Veteran's Day)		
11/18/2024	Regular Meeting	6:30 p.m.	4-6 p.m.
11/25/2024	Community Forum	6:30 p.m.	
12/2/2024	Regular Meeting	6:30 p.m.	4-6 p.m.
12/9/2024	Regular Meeting	6:30 p.m.	4-6 p.m.
12/16/2024	Regular Meeting with a Community Communications Forum	6:30 p.m.	4-6 p.m.
12/23/2024	No Meeting - End of Year Break		
12/30/2024	No Meeting - 5th Monday		

Advantage(s)

- Provides Council with an opportunity to review the upcoming annual meeting schedule prior to publishing
- Increases transparency and public awareness of when the Council regularly meets

Challenge(s)

None

Budget Impact

None

Prior Council Review

Amendments to the Council Policy 100-32 were last adopted on July 15, 2024 (Res. M-4287).

Action Requested

Approve the Updated 2024 annual City Council Meeting schedule.

Staff Contact

Sarah Dollar, Executive Assistant to City Council, Sarah.Dollar@cityofvancouver.us

Attachments:

1. Updated 2024 City Council Meeting Calendar

Vancouver City Council

2024 Meeting Calendar



January							February							March						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
	1	2	3	4	5	6					1	2	3					1	2	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30
														31						

April							May							June						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
	1	2	3	4	5	6				1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

July							August							September						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					

October							November							December						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

Workshops 4 – 6 p.m., unless otherwise noted on agenda. All meetings begin at 6:30 p.m.

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Vancouver City Council

2024 Meeting Calendar

Unless otherwise advertised, City Council meets at 6:30 p.m., every 1st through 4th Mondays every month in the Council Chambers at Vancouver City Hall, 415 W. 6th Street, Vancouver, WA.

Quarterly Community Forums are held four times per year with the format varying from quarter to quarter and ground rules will be announced.

Regular Meetings with Community Forum are held monthly on the last meeting of the month unless that meeting falls on the Quarterly Community Forum. The public are invited to speak for three minutes each on any lawful topic related to City business.

Council does not meet on 5th Mondays or on most federally recognized holidays. The Vancouver City Charter requires that Council meet regularly, but not less often than twice each month. In the event a City-recognized holiday occurs on Monday, the Council shall not meet.

2024 Monday Holidays—No Council

Jan. 1—New Year's Day (observed)
Jan. 15—Martin Luther King Jr. Day
Feb. 19—Presidents Day
May 27—Memorial Day
July 22—Mid-Year Break
Sept. 2—Labor Day
Nov. 11—Veteran's Day
Dec. 23—End of Year Break

2024 5th Mondays—No Council

Jan. 29
April 29
July 29
Sept. 30
Dec. 30

Additional 2024 Holidays— City Offices Closed

Wed., June 19—Juneteenth
Thurs., July 4—Independence Day
Thurs., Nov. 28—Thanksgiving Day
Fri., Nov. 29—Native American Heritage Day
Wed., Dec. 25—Christmas

Staff Report: 146-24**A RESOLUTION authorizing quiet title action to clear title and properly vest legal ownership of certain real property with the City of Vancouver (“City”).**

To: Mayor and City Council
From: City Manager
Date: August 5, 2024

Subject

Waterfront Gateway Quiet Title Action

Key Points

- The City of Vancouver owns certain real property bounded by Esther Street, W 6th Street and Phil Arnold Way, currently used as a parking lot serving City Hall and under redevelopment by virtue of the Disposition and Development Agreement between the City of Vancouver and LPC West LP dated October 9, 2023 (“DDA”), known as the Waterfront Gateway project.
- During the title review conducted as part of the DDA, the City discovered an error in the property legal description dating back to 1989.
- A small triangular piece of land adjacent to Phil Arnold Way (the “Missing Parcel”) was omitted from the property legal description. However, it’s clear from prior transaction documents and deeds, Clark County GIS, and other survey documentation that the City of Vancouver is the intended legal owner of the missing parcel and the omission originated as an unintentional scrivener’s error in the legal description.
- City staff conducted a reasonable search of the previous owners of the missing parcel who held title under the correct legal description, with no success. As a result, the only solution to resolve this matter is to bring a quiet title action.

Strategic Plan Alignment

Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive

Climate and Natural Systems – environmental stewardship and efforts to address climate change to ensure a sustainable future

Present Situation

The City of Vancouver owns real property located at Phil Arnold Way and Esther Street that forms part of the Waterfront Gateway redevelopment site. During the due diligence period under the Disposition and Development Agreement between the City of Vancouver and LPC West LP dated October 9, 2023 (DDA), and as a result of the title examination, the City discovered a small triangular piece of land was omitted from the property’s legal description dating back to June 29, 1989 (“missing parcel”). Despite the omission, it’s clear that the City of Vancouver is the intended legal owner of the missing parcel, and this was simply a scrivener’s error in the drafting of the legal description.

Pursuant to Section 3.4 of the DDA, the City must work to resolve this title exception by correcting this legal description. A reasonable search of the owners of the missing parcel when it was last properly included in the legal description has been conducted with no success. Therefore, a quiet title

action is necessary in order to resolve the legal description error and allow the City to fully dispose of the property in accordance with the DDA.

Advantage(s)

This resolves the legal description error and allows the City to fulfill its DDA obligations and fully dispose of the property.

Challenge(s)

None

Budget Impact

Minimal legal representation, court filing, and publishing fees the value of which is included in the project budget.

Prior Council Review

Review and approval of the Waterfront Gateway Development Disposition and Development Agreement and Ground Lease Form.

Action Requested

Adopt a resolution authorizing the Vancouver City Attorney, or designated representatives, to bring a legal action in the name of the City of Vancouver to cure the legal description.

Staff Contact

Rebecca Rude, Assistant City Attorney, becky.rude@cityofvancouver.us

Attachments:

1. 20240805 RESOLUTION Waterfront Gateway Property Quiet Title Action

8/5/2024

RESOLUTION NO. M-_____

A RESOLUTION authorizing quiet title action to clear title and properly vest legal ownership of certain real property with the City of Vancouver (“City”).

WHEREAS, the City took title to that certain real property with the Clark County Assessor’s Tax Parcel Numbers 049230000, 049240000, 049290000, 049250000, 049360000, 049861000, 049300000, 049305000, 049315000, 048900000, 048890000, 048860000 and 048852000 by Bargain and Sale Deed on June 28, 2010, Instrument No. 4677425 (“Property”); and

WHEREAS, pursuant to title review being conducted in accordance with that certain Disposition and Development Agreement dated effective October 9, 2023, as amended, by and between the City and LPC West LP the City discovered a preexisting error in the legal description for the Property dating back to June 29, 1989; and

WHEREAS, the title insurance commitment issued by Chicago Title Company of Washington (Commitment No. 622-160230) specifically calls out this error on Schedule B, Part II, Exception 39 as follows:

“Right, title and interest of Southwest Delivery Co., Inc., successor to Vancouver Fast Freight, Inc. as disclosed by those deeds under recording nos. G687616 and 8906300007 as to that portion of Lot 6 of Block 35 in Parcel V. Note: It appears that said Lot 6 may have been omitted in error from that legal description under deed recording no. 8906300007. Said party remains the record title holder as to said lot portion” (“Missing Parcel”); and

WHEREAS, the City has conducted a reasonable search for prior owners of the Missing Parcel and parties related to the transaction introducing the legal description error to no avail; and

RESOLUTION - 1

WHEREAS, the available recourse to the City is to plead with the court for a quiet title action to resolve this legal description error; and

WHEREAS, since 2010, the City has acted, and held itself to the public, as the legal owner of the Missing Parcel and to the knowledge of the City, no party, other than the City, claims ownership to the Missing Parcel; and

WHEREAS, the Vancouver City Council finds the legal description error to unlawfully interfere with the City's ability to fully utilize or dispose of real property acquired by the City and to be a detriment to the welfare and integrity of the City of Vancouver, and desires to take action to restore to the City the full property rights acquired in 2010.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

That the Vancouver City Attorney (or his designated representatives) is hereby authorized to bring legal action which he deems appropriate in the name of the City of Vancouver against Southwest Delivery Co., Inc., successor to Vancouver Fast Freight, Inc., and any successors in interest, and any other appropriate or necessary persons and/or entities, as necessary to cure the legal description title exception for the Missing Parcel, and to obtain appropriate redress and relief for any damage thereby caused.

INTRODUCED, PASSED, AND ADOPTED at a Regular Meeting of the Vancouver City Council on August 5, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 3

Staff Report: 147-24

AN ORDINANCE rendering findings and issuing a decision on the 19th Street Terrace zone change from R-9 Lower Density Residential to R-17 Lower Density Residential; and a 46-lot subdivision; and providing for severability and an effective date.

To: Mayor and City Council
From: City Manager
Date: August 5, 2024

Subject

Rezone and Critical Area Permit for 19th Street Terrace Subdivision

Key Points

- The applicant, Ginn Development Group, requests approval of a 46 single-family narrow lot subdivision and zone change from R-9 Lower Density Residential to R-17 Lower Density Residential on a 3.4-acre tract of land located south of 19th Street, east of Ellsworth, north of SR-14.
- The zone change was reviewed against the following approval criteria listed in VMC 20.285: Consistency with applicable policies of the Vancouver strategic and comprehensive plan. A change in circumstances has occurred since the existing designation was established.
- The subdivision was reviewed against the approval criteria listed in VMC 20.320.020.A.2.
- The critical area was reviewed against the approval criteria listed in VMC 20.740.060.
- Per VMC 20.210-1, zone changes to the next highest zone require a Type IV process and recommendation by the Hearing Examiner to the City Council for final approval. The Hearing Examiner has determined the proposed development will meet all applicable approval criteria and is recommending that City Council approve the subdivision, zone change and critical area permit.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

Present Situation

On June 18, 2024, a public hearing was conducted before the Hearings Examiner. On July 8, 2024, the Hearings Examiner issued findings, conclusions and recommendations. Her findings/recommendation are that both the zone change ordinance, subdivision and critical area permit should be APPROVED by City Council.

Advantage(s)

1. Approval of the proposed R-17 Lower Density Residential zoning provides more housing units and options than the existing R-9 zoning.
2. Approval will allow for development in an area currently served by public utilities.

Challenge(s)

There will be additional traffic generated by the development. However, the City has reviewed the traffic impacts that the proposal will generate and determined there is adequate capacity on city streets to accommodate the anticipated increased traffic.

Budget Impact

None

Prior Council Review

None

Action Requested

On Monday, August 5, 2024, approve the ordinance on first reading, setting date of second reading and quasi-judicial public hearing for August 12, 2024.

Staff Contact

Mark Person, Senior Planner, mark.person@cityofvancouver.us

Attachments:

1. 19th Street Terrace Ordinance
2. PRJ-168925 19th Street Terrace Final Order
3. LUP-83811 19th Street Terrace Staff Report
4. LUP-83811 Exhibits
5. COV Land Use Hearing Council

08/05/2024 (Date of First Reading)
08/12/2024 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE rendering findings and issuing a decision on the 19th Street Terrace zone change from R-9 Lower Density Residential to R-17 Lower Density Residential; and a 46-lot subdivision; and providing for severability and an effective date.

WHEREAS, on June 18, 2024, a hearing was held before the Vancouver Hearings Examiner regarding the approval of the zone change from R-9 Lower Density Residential to R-17 Lower Density Residential and 46 lot subdivision for the 19th Street Terrace Subdivision and

WHEREAS, on July 8, 2024, the Vancouver Hearing Examiner recommended approval of the zone change from R-9 Lower Density Residential to R-17 Lower Density Residential and 47 lot subdivision for the 19th Street Terrace Subdivision under File PRJ-168925/LUP-83811; and

WHEREAS, the zone change and subdivision is consistent with the Comprehensive Plan and the underlying zoning of the property.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings.

- I. The Vancouver Hearing Examiner has found that all of the following criteria have been met, with conditions:

Pursuant to VMC 20.285.060, the approval criteria for a standalone zoning map amendment (i.e., a map amendment not involving a comprehensive plan amendment) require demonstration of the following:

1. How the proposal is more consistent with applicable policies of the Vancouver strategic plan and comprehensive plan than the existing designation; and
2. That a change in circumstances has occurred since the existing designation was established.

Pursuant to VMC 20.320.040, to obtain approval of a preliminary subdivision, the Applicants must demonstrate compliance with the following criteria:

- A. Public facilities provision. Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for transportation, water, storm drainage, erosion control and sanitary sewage disposal methods that are consistent with the City's current ordinances, standards and plans;
- B. Proposed improvements. Appropriate provisions have been made for proposed streets, alleys and public ways, utilities and other improvements that are consistent with the City's current ordinances, standards and plans, and Department of Health and/or Washington State Department of Transportation standards and plans, where applicable;
- C. Open space and dedications. Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for open space, parks, schools, dedications, easements and reservations;

D. Physical characteristics. The design of the proposed short subdivision or subdivision site has taken into consideration the physical features of the site, including but not limited, to topography, soil conditions, susceptibility to flooding, inundation or swamp conditions, steep slopes or unique natural features such as wildlife habitat or wetlands;

E. Re-platting of existing subdivisions. When re-platting an existing subdivision, the short subdivision or subdivision shall comply with all of the terms and conditions of the existing subdivision's conditions of approval;

F. Compliance with all requirements of this title. The proposed short subdivision or subdivision complies with all applicable requirements of this title unless modified through the approval;

G. Compliance with State requirements. That the proposed short subdivision or subdivision complies with the requirements of RCW 58.17.110.

H. Narrow Lot Additional Criteria. Land divisions which contain one or more residential lots having a width of less than 40 feet shall meet additional criteria of VMC 20.927.030.A, B, and C.

Pursuant to VMC 20.740.060, any activity subject to VMC 20.740 must comply with the following criteria:

A. *Avoid Impacts*. The Applicant shall first seek to avoid all impacts that degrade the functions and values of (a) critical area(s). This may necessitate a redesign of the proposal.

B. *Minimize Impacts*. Where avoidance is not feasible, the applicant shall minimize the impact of the activity and mitigate to the extent necessary to achieve the activity's

purpose and the purpose of this ordinance. The applicant shall seek to minimize the fragmentation of the resource to the greatest extent possible.

C. Compensatory Mitigation. The applicant shall compensate for the unavoidable impacts by replacing each of the affected functions to the extent feasible. The compensatory mitigation shall be designed to achieve the functions as soon as practicable.

Compensatory mitigation shall be in-kind and on-site, when feasible, and sufficient to maintain the functions of the critical area, and to prevent risk from a hazard posed by a critical area to a development or by a development to a critical area.

D. No Net Loss. The proposal protects the critical area functions and values and results in no net loss of critical area functions and values.

E. Consistency with General Purposes. The proposal is consistent with the general purposes of this chapter and does not pose a significant threat to the public health, safety, or welfare on or off the development proposal site.

F. Performance Standards. The proposal meets the specific performance standards of Fish and Wildlife Habitat Conservation Areas VMC 20.740.110, Frequently Flooded Areas VMC 20.740.120, Geologic Hazard Areas VMC 20.740.130, and Wetlands VMC 20.740.140, as applicable.

Pursuant to VMC 20.927.030, in order for the City to grant approval of a preliminary short subdivision or subdivision that proposes narrow lots, the Applicant shall demonstrate compliance with the following criteria:

A. Conflicts on narrow lots shall be eliminated. The development has been designed to eliminate conflicts between on-site and off-site improvements and features associated with narrow lots. Specifically, the location, size, and design of features including

driveways, public and private utilities (water, fire hydrants, sewer, roof infiltration, gas, cable, phone, electricity, etc.), on-street parking spaces, street trees, existing trees, light poles, common mailboxes, street signs, etc., shall be considered in the design of the development and coordinated to eliminate conflicts with one another and meet minimum spacing requirements.

B. Adequate guest parking shall be provided. The development has been designed to provide for at least one guest parking space for every three narrow lots in the development. Such spaces may be located on-street (on local access or loop classification roadways only) or in common parking areas subject to the development standards of VMC 20.927.040.A(2).

C. Solid waste and recycling collection and access shall be provided. The development shall be designed to provide for safe access and maneuvering by solid waste and recycling collection vehicles to designated collection points for each lot.

II. City Council hereby adopts the foregoing findings and the findings of the Vancouver Hearings Examiner contained in the Findings, Conclusions, and Recommendation, which are attached hereto and hereby incorporated by reference, as its own.

III. City Council further finds that, consistent with the incorporated Hearings Examierns Findings, Conclusions, and Recommendation, that appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only

walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication.

Section 2. Legal Description.

The legal description of the lands referred to in the ordinance is as follows:

Tax Lots 113116000, 113115000, 113110000, and 113125000, located in the SE Quarter of Section 33, Township 2N, Range 2E of the Willamette Meridian, Clark County, Washington.

Section 3. Approval Granted.

Based upon the foregoing findings, as well as the findings contained in Staff Report No. PRJ-168925/LUP-83811, which are hereby incorporated by reference, approval of the 19th Street Terrace zone change from R-9 Lower Density Residential to R-17 Lower Density Residential; and approval of a 46-lot subdivision is hereby granted, with the conditions outlined in the Hearing Examiner's Findings, Conclusions, and Recommendation, incorporated above by reference.

Section 4. Severability.

If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder or the application of the provisions to other persons or circumstances is not affected.

Section 5. Effective Date.

This ordinance shall take effect fifteen (15) days after passage and publication.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2024.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE rendering findings and issuing a decision on the 19th Street Terrace zone change from R-9 Lower Density Residential to R-17 Lower Density Residential; and a 46-lot subdivision. The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

**BEFORE THE HEARING EXAMINER
FOR CITY OF VANCOUVER**

In the Matter of the Application of	)	NO. PRJ-168925/LUP-83811
	)	
	)	
Ginn Group LLC	)	19th Street Terrace Subdivision
	)	
	)	
For Approval of a Subdivision, Rezone, and	)	FINDINGS, CONCLUSIONS,
Critical Area Permit	)	AND RECOMMENDATION
	)	
_____	)	

SUMMARY OF RECOMMENDATION

The Hearing Examiner recommends to the Vancouver City Council that the requested rezone of 3.4 acres at 11101 and 11117 SE 19th Street from R-9 to R-17, the requested subdivision of the land into 46 single-family residential lots, and the associated critical area permit be **APPROVED** subject to conditions.

SUMMARY OF RECORD

Request:

Ginn Group LLC requested a preliminary subdivision to divide 3.4 acres of land into 46 single-family narrow lots, an associated critical area permit, and a rezone of the property from R-9 Lower Density Residential to R-17 Lower Density Residential. The subject property is located at 11101 and 11117 SE 19th Street, Vancouver, Washington.

Hearing Date:

The Vancouver Hearing Examiner conducted a virtual open record hearing on the application on June 18, 2024. The record was held open through June 21, 2024 to allow members of the public who were unable to participate in the virtual hearing due to technology or access barriers to submit written comments, with responses from the parties due on June 25, 2024. Post-hearing public comment and responses were timely submitted, and the record closed on June 25, 2024.

No in-person site view was conducted, but the Examiner viewed the subject property on Google Maps.

Testimony:

At the open record hearing the following individuals presented testimony under oath:

Mark Person, Senior Planner, City of Vancouver
Eric Hann, Senior Civil Engineer, City of Vancouver
Chad Stewart, Director of Land Development, Ginn Group
Jayson Taylor, Project Planner, PLS Engineering
Daniel Stumpf, Transportation Engineer, Lancaster Mobley
Linda Ignoffo
Brad Jones
Brad Peterson
John Ignoffo
Jim Dohman
Michael Rank
Kelsie Rank

Exhibits:

The following exhibits were admitted in the record through the open record hearing process:

1. Staff Report, with the following attachments:
 - A. Application, dated October 23, 2023
 - B. Applicant Narrative by PLS Engineering, dated February 2024
 - C. Development Plans
 - D. Evergreen School District letter, dated August 25, 2023
 - E. SEPA Checklist
 - F. Clark County Public Health letter, dated September 18, 2023
 - G. Washington Department of Fish and Wildlife comments, dated March 27, 2024
 - H. Department of Archaeology and Historic Preservation email, dated April 5, 2024
 - I. Department of Ecology comments, dated April 12, 2024
 - J. Transportation Analysis by Lancaster Mobley, dated September 18, 2023
 - K. Traffic Impact Analysis summary, dated April 30, 2024
 - L. Preliminary Stormwater Report prepared by PLS Engineering, dated November 2023
 - M. Geotechnical Report by Earth Engineering, Inc., dated August 11, 2023
 - N. Road Modification Requests by PLS Engineering, dated November 7, 2023
 - O. Approved Driveway Spacing Road Modification
 - P. Approved Street Section Road Modification
 - Q. Critical Areas Report by Ecological Land Services, dated October 23, 2023
 - R. Bank Use Plan by Ecological Land Services, dated February 22, 2024

- S. Notice of Application, Hearing, and Option SEPA, dated March 14, 2024
- T. Final Determination of Non-Significance, dated April 18, 2024
- U. Public Comment
- V. Consulting Biologist Review
- 2. Applicant PowerPoint Presentation
- 3. City PowerPoint Presentation
- 4. Revised Staff Report
- 5. PowerPoint slides submitted by Linda Ignoffo
- 6. Written testimony submitted by Brad Peterson
- 7. Post-hearing comment email submitted by Jennifer Brox, dated June 20, 2024
- 8. Applicant response to post-hearing comment, dated June 25, 2024, with letter from Clark Public Utilities, dated December 27, 2023
- 9. City response to post-hearing comment, dated June 25, 2024

After considering the testimony and exhibits admitted in the record, the Hearing Examiner enters the following findings and conclusions:

FINDINGS

1. Ginn Group LLC (Applicant) requested a preliminary subdivision to divide 3.4 acres of land into 46 single-family narrow lots, an associated critical area permit, and a rezone of the property from R-9 Lower Density Residential to R-17 Lower Density Residential. The subject property is located at 11101 and 11117 SE 19th Street, Vancouver, Washington.¹ *Exhibits 1, 1.A, 1.B, and 1.C.*
2. The subject property consists of four parcels containing a total of two single-family residences. There are no known prior subdivision conditions that would apply to the proposed subdivision. All existing structures would be removed from the site. *Exhibits 4, 1.B, 1.C, and 2.*
3. The subject property is presently zoned R-9 and has a Comprehensive Plan land use map designation of Urban Lower Density (UL). *Exhibit 1.* The purpose of the R-9 zone is “to accommodate detached single dwellings with or without accessory residential units at a minimum lot size of 5,000 square feet and a density of 5.9 to 8.7 units/net acre.” *Vancouver Municipal Code (VMC) 20.410.020.D.* The purpose of the UL Comprehensive Plan designation is to allow for “predominantly single-family detached residential development, with some allowances for duplexes, townhouses, and single-family homes on small lots using infill standards.” *Comprehensive Plan, Table 1-5;*

¹ The subject property is comprised of Tax Parcel Numbers 113116000, 113115000, 113110000, and 113125000. *Exhibits 1.A and 1.C.*

Exhibit 1.B.

4. The proposed R-17 zone is compatible with the UL Comprehensive Plan designation. *Exhibit 1.* The purpose of the R-17 zone is “to accommodate detached and attached single dwellings with or without accessory residential units at a minimum lot size of 2,000 square feet and a density of 8.8 to 21.8 units/net acre.” *VMC 20.410.020.E.*
5. With respect to allowed housing types, the primary difference between the R-9 and R-17 zones is that multi-family housing (limited to two-family, three-family, or four-family dwellings) is allowed in the R-17 zone, subject to the density limitation and development standards of the zone, whereas in the R-9 zone two-family dwellings (i.e., duplexes) are allowed but not three- or four-family dwellings. Both zones allow single-family attached and detached housing. *VMC Table 20.410.030-1.* In this case, only single-family detached housing is proposed. *Exhibit 1.B.*
6. The subject property is bordered by SE 19th Street to the north, SE Maxon Road to the west and south, and single-family residential development zoned R-9 (Cascade Pointe Subdivision) to the east. Land uses across SE 19th Street from the subject property include a condominium development zoned R-22 (Ellsworth Springs Condominiums) and single-family residences zoned R-6 (Norwood Meadows Subdivision). There is a single-family residence zoned R-22 to the west of the subject property across SE Maxon Road, and SR-14 is on the south side of SE Maxon Road. *Exhibits 1, 1.C, 3, and 5.*
7. The Applicant is seeking - through a separate decision process - vacation of right-of-way located along the north side of the south leg of SE Maxon Road. The proposed plat design under review in this document assumes successful vacation of the right-of-way. If the City Council denies the right-of-way vacation request, the lots along SE Maxon Road would lose approximately 25 feet of depth, causing at least some of those lots to fail to meet the minimum lot size standard of the zone.² Thus, the lot boundaries would need to be reconfigured (such as by shifting the northern boundary of the southernmost row of lots to the north) and/or lots would need to be eliminated. These changes could be accomplished through an administrative decision process, not requiring Hearing Examiner or City Council review. The overall road configuration of the plat would not change, and frontage improvements would still be required along SE Maxon Road. *Testimony of Mark Person, Jayson Taylor, and Eric Hahn; Exhibits 1 and 1.C.*
8. The proposed rezone is consistent with the 2023 Vancouver Strategic Plan in the following ways. It would place additional density where there is existing street infrastructure, highway access, and transit service.³ It would provide pedestrian improvements along fronting streets. Through the proposed small lot and unit sizes, it would increase housing options and “affordable” housing stock. The placement of the proposal on the subject property would integrate with the range of housing types already

² The lot dimensions and lot areas printed on the preliminary plat map incorporate the right-of-way that is the subject of the right-of-way vacation request.

³ Transit service is available slightly more than a mile from the site, but it does exist in the vicinity. *Exhibit 1.B.*

present in the surrounding neighborhood. The increased density would be near emergency services, provide energy-efficient homes, and incorporate retained trees into the site design. *Exhibit 1.B; City of Vancouver Strategic Plan, 2023-2029 Update.*⁴

9. The proposed rezone is consistent with Comprehensive Plan policies that encourage higher density and more intense development in areas that are more extensively served by facilities (CD-2), encourage efficient land use and redevelopment of underutilized properties (CD-3), provide for a range of housing types and densities for all economic segments of the population (H-1), and encourage affordable housing (H-2). *Exhibit 1.B; City of Vancouver Comprehensive Plan.*
10. The Applicant identified the City’s housing and affordability crisis as a change in circumstance warranting approval of the rezone. *Exhibits 1.B and 2.* Planning Staff noted that there are now state mandates to increase housing supply, and that upzoning is a means to create supply. *Mark Person Testimony.* As described in the preamble to Ordinance M-4377, which created the R-17 zone in 2022, the code update was designed to address the affordable housing challenges documented in the 2016 City of Vancouver Affordable Housing Task Force Report. *Ordinance M-4377.* The proposal is consistent with the goals of the update to add to the range of housing types, expand middle income and workforce housing choices, maintain neighborhood livability with incremental rather than wholesale change, provide housing options near schools and employment, and encourage efficient development in areas with existing public services. The proposed change from R-9 to R-17 represents an incremental change because it would facilitate development that would be consistent with the range of housing types already present in the neighborhood. There are detached houses on small lots (approximately 2,800 square feet) immediately east of the subject property, and there is undeveloped land zoned for multifamily housing to the west of the subject property. The proposal would serve as a transition between the two housing types. *Exhibits 1 and 1.B; Jayson Taylor Testimony.*
11. With respect to housing affordability, the Applicant is not proposing “affordable housing” *per se*, in that there would not be income restrictions, but prices are expected to be lower due to the small lot and residence sizes, and due to the increased supply of housing. The residences would be approximately 1,500 square feet in area. *Chad Stewart Testimony.*
12. With respect to critical areas, the subject property does not contain any wetlands or geologic hazards. The subject property slopes downward from north to south at a gradient of less than eight percent. *Exhibits 1, 1.M, and 1.Q.* However, the subject property contains eight Oregon white oak trees, which are considered a priority habitat by the Washington Department of Fish and Wildlife. Although the Applicant’s consultant submitted that the oaks do not constitute “oak woodland,” they should be considered priority habitat as individual trees. The oaks have diameters at breast height ranging from 10 to 50 inches, and the estimated canopy area of the eight oaks combined is approximately 10,463 square feet. *Exhibits 1.Q and 1.R.*

⁴ <https://www.cityofvancouver.us/wp-content/uploads/2023/11/2023-2029-Vancouver-Strategic-Plan.pdf>

13. The Applicant proposes to retain seven of the eight Oregon white oak trees (two within Tract A, four within Tract B, and one within Lot 46), and protect them with conservation covenants. It would not be feasible to retain one of the trees (referred to as Oak 1 in the Oak Bank Use and Onsite Enhancement Plan) because it would be within the SE 20th Circle right-of-way. Any possible reconfiguration of the road would result in the loss of a row of lots. Oak 1 has a diameter at breast height of 20 inches and a canopy area of 760 square feet. *Chad Stewart and Jayson Taylor Testimony; Exhibits 1.C, 1.R, and 2.*
14. The development plan represents a minimization of project impacts to Oregon white oak trees in that the original preliminary plat submittal was for a 47-lot project that required removal of two Oregon white oaks. Other plat features that minimize impacts include a modified sidewalk location along a portion of the east side of SE Maxon Road, which would increase the distance between two of the oaks and required frontage improvements, and an increase in the size of Lot 46 and change in building orientation to avoid impacting one of the oaks. Tree protection fencing would be placed based on arborist recommendations prior to commencing construction. *Exhibit 1.R.*
15. To compensate for removal of Oak 1 (760 square feet of impact), as well as for minor grading impacts beneath the canopies of the retained trees (426 square feet of impact total), the Applicant proposes to enhance Tracts A and B by removing invasive species such as English ivy from the oaks and the ground, planting native understory shrubs, seeding bare soils with native grass, retaining dead/dying/decaying oak branches on-site, and placing habitat features such as large woody debris and boulders. These measures would increase species diversity within the tracts and provide higher functioning habitat as compared to pre-project conditions for birds, insects, and small mammals. In addition, consistent with Washington Department of Fish and Wildlife guidance, non-oak trees would be removed to prevent competition that would disrupt oak canopy growth, and the removed trees would be repurposed as downed logs within the tracts. Because the increased habitat functions would take time to be established, the Applicant also proposes to purchase mitigation bank credits from Terrace Oak Bank to provide immediate compensation for oak impacts. The number of credits needed to mitigate the impact would be 0.09, which assumes a 6:1 mitigation ratio and a 50% risk reduction multiplier. With the on-site mitigation and the mitigation bank credits, the proposal would ensure no net loss of ecological function. The mitigation plan was reviewed by the Clark County wetland and habitat review manager, who determined that the mitigation meets relevant mitigation ratios and recommended approval subject to conditions that the Applicant purchase the mitigation bank credits prior to recording the final plat, provide a financial assurance for the enhancement plantings, and record a conservation covenant protecting the oaks. These conditions were incorporated into Planning Staff's recommended conditions of preliminary plat approval. *Exhibits 1.R, 1.V, and 4; Mark Person Testimony.*
16. Consistent with the allowed density range of the proposed R-17 zoning designation (8.8

to 21.8 dwelling units per acre, or 28 to 70 units based on the net site area of 3.19 acres⁵), the proposed 46 units would result in a density of 14.4 dwelling units per acre.
Exhibit 1.C.

17. The R-17 development standards are set forth in two tables in the VMC, and there is a slight difference between the tables. VMC Table 20.410.040-1 specifies a minimum lot size of 2,000 square feet and a “maximum average size” of 4,900 square feet. VMC Table 20.410.050-1 specifies a minimum lot size of 2,000 square feet and a “maximum lot size” of 5,000 square feet. VMC Table 20.410.050-1 also requires a minimum lot width of 25 feet and a minimum lot depth of 65 feet. *VMC Table 20.410.050-1*. The proposed lots would be consistent with these width and depth standards. The lots would range from 2,167 to 5,546 square feet in area, with an average lot area of 2,730 square feet, and would be at least 25 feet wide and 85 feet deep. The one lot that would exceed 5,000 square feet in area would be encumbered by a critical area - an Oregon white oak and its dripline, which together occupy an area of 1,240 square feet and would be protected under a conservation covenant. As argued by the Applicant and by City staff, allowing the slightly oversized lot would be consistent with other provisions of the VMC, including VMC 20.150.040.C (which excludes wetlands and buffers, access easements, and other features from the definition of “lot area”) and VMC 20.410.040.C(2)(d), which allows sensitive areas to be excluded from the density calculation.⁶ Further, retaining the entire oak dripline on a single lot would provide better protection for the tree than dividing it between multiple lots. *Exhibit 1; Testimony of Jayson Taylor and Mark Person.*
18. The Applicant proposes to develop the lots consistent with the zero lot line standards of VMC 20.910.050, which allow a side yard setback of zero feet on one side of the structure but require the setback on the adjacent lot to be either zero or at least five feet. The submitted site plan depicts that the building envelopes would meet this requirement; the proposed detached residences would be spaced at least five feet apart. VMC 20.910.050.B requires covenants guaranteeing that the minimum five-foot setback be kept free of permanent obstructions, and subsection C contains building wall requirements. *Exhibits 1.B and 1.C.* Compliance with these requirements would be reviewed at time of building permit.
19. The proposed lots would comply with the technical requirements for lot configuration contained in the subdivision ordinance. No flag lots are proposed, and each lot would have at least 20 feet of frontage. Lot lines would run perpendicular to the adjacent streets. *Exhibits 1 and 1.C; VMC 20.320.070.*

⁵ In Exhibit 2 and in testimony, the Applicant alleged that up to 62 rental units could be developed under existing R-9 zoning, but the Applicant did not provide any code citations in support, and the undersigned was not able to locate any code provisions that would allow so many units. VMC 20.410.040 allows a 50% density increase for affordable housing, which would allow up to 42 units, and VMC 20.260.060.D allows for transfer of density and an automatic 15% density increase for planned developments.

⁶ Because the average lot area would be 2,730 square feet, the lot is only oversized if “maximum lot size” in VMC Table 20.410.050-1 is interpreted not to consider averaging.

20. Because all but one of the lots would be fewer than 40 feet wide, the narrow lot criteria of VMC 20.927.030 and the development standards of VMC 20.927.040 apply. The criteria require that conflicts on narrow lots be eliminated, that adequate guest parking be provided, and that solid waste and recycling collection and access be provided. The Applicant has submitted a narrow lot development plan showing that utilities, driveways, street trees, and other features have been located and designed to minimize conflicts with one another. With respect to parking, the narrow lot development standards require one guest parking space for each three narrow lots, which may be located on the street or in common parking areas. In this case, 15 guest parking spaces are required. The Applicant proposes to meet the requirement through on-street parking. Although not depicted on the narrow lot development plan, at least 17 guest parking spaces are available along the east side of SE Maxon Road and on the south side of SE 19th Street in front of Tract B. Staff recommended that the narrow lot development plan be revised to show street parking. With respect to solid waste collection, collection areas would be available on the street in front of the lots. *Exhibits 4 and 1.C; Mark Person Testimony.*
21. Access to the subdivision would be from existing SE 19th Street and SE Maxon Road, which border the subject property to the north, west, and south. Access to individual lots within the subdivision would be from SE 19th Street, SE Maxon Road, and from proposed SE 20th Circle, a cul-de-sac street that would extend east from SE Maxon Road into the project interior. The street layout would comply with the standards of VMC 20.320.070 relating to block length. No block would be sufficiently long as to require a pedestrian way through the block. *Exhibits 4 and 1.C.*
22. Southeast 19th Street is designated as a neighborhood circulator street. Along the site frontage, the street is not fully improved to neighborhood circulator standards, meaning the project would be obligated to install frontage improvements, including pavement widening and right-of-way dedication as needed to meet City standards and installation of a curb, gutter, planter strip, and detached sidewalk along the south side of the street. *Exhibits 4 and 1.C.*
23. Southeast 19th Street received a pavement overlay in July 2020 and, pursuant to VMC 11.80.100, is subject to a street cut prohibition through July 2025. The Applicant submitted and received City approval of a minor road modification to cut the pavement to install utility connections and other improvements. Staff's recommended conditions of approval address pavement restoration requirements. *Exhibits 1.N and 4.*
24. Southeast Maxon Road is designated as a local access street. Along the subject property frontage, the street is not fully improved to local access standards and frontage improvements would be required. The Applicant submitted and received City approval of a road modification request to allow rolled curbing and a five-foot curb-tight attached sidewalk along the south leg of SE Maxon Road instead of the vertical curb and detached sidewalk required by City standard plan T10-15B. A 5.5-foot wide planter strip would then be placed behind the sidewalk. The road modification increases the usable space within the planter strip for tree planting and installation of streetlights and water meters. With respect to the portion of SE Maxon Road running along the western plat boundary,

the road would be designed consistent with T10-15B, except that an attached sidewalk would be provided along one segment to facilitate Oregon white oak preservation. *Exhibits 4, 1.C, 1.N, and 1.P.*

25. Southeast 20th Circle would be designated a loop/cul-de-sac street, a designation requiring 28 feet of pavement, vertical curbs, five-foot planter strips, and five-foot detached sidewalks within 50 feet of right-of-way per City standard plan T10-16. The Applicant obtained City approval of a road modification request to allow rolled curbs and five-foot curb-tight attached sidewalks on both sides of the street. Planter strips would then be placed behind the sidewalks. The road modification increases the usable space within the planter strip for tree planting and installation of streetlights and water meters. *Exhibits 4, 1.C, 1.N, and 1.P.*
26. With respect to all streets, the Applicant obtained City approval of a road modification request to reduce the driveway spacing requirement of VMC 11.80.110.B(1), which requires driveways providing access from non-arterial streets to be spaced a minimum of five feet from the nearest property line. The approved modification allows the driveways to be set back 1.5 feet from the nearest property line. *Exhibit 4.* The modification was needed to facilitate zero lot line development of the lots and would provide sufficiently wide driveways for up to two vehicles to park, which would increase guest parking. *Exhibits 1.N and 1.O; Jayson Taylor Testimony.*
27. With respect to parking, each new single-family residence is required to have one off-street parking space. *VMC 20.945, Table 20.945.070-2.* Each of the proposed residences would have a one-car garage plus driveway parking. The driveways would have 12-foot wide curb cuts but would otherwise be 18 feet wide, allowing sufficient space to park one or two vehicles, depending on vehicle size. Compliance with the off-street parking standard would be determined at the time of building permit review. *Exhibit 4; Jayson Taylor Testimony.*
28. The Applicant submitted a professionally prepared transportation analysis, dated September 18, 2023. The trip generation rates in the analysis were based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, utilizing Land Use Code 210 - Single-Family Detached Housing. Based on the ITE trip rates, the project is expected to add 450 average daily trips to the local street system (net of traffic generated by the two existing residences on-site), including 33 AM and 45 PM peak hour trips.⁷ City Staff submitted that the Applicant's trip documentation satisfies the City's requirements for transportation and concurrency analysis. *Exhibit 4.*
29. The subject property is located within the #114 Transportation Analysis Zone. The project would add PM peak hour trips to several Transportation Management Zone corridors, including Mill Plain Boulevard, Andresen Road, 112th Avenue, 164th/162nd Avenue, NE 18th Street, and 136th/138th Avenue. Based on this trip distribution, the

⁷ These numbers likely overstate the traffic generation slightly, as the report assumes 47 residences instead of the 46 proposed. Each residence is attributed 10 average daily weekday trips. *Exhibit 1.J.*

Applicant would be required to pay concurrency modeling fees of \$1,500. *Exhibits 1.J and 4.*

30. The subdivision would add PM peak hour trips to several intersections with proportionate share mitigation projects, including Leiser Road/St. Helens Avenue/MacArthur Boulevard, MacArthur Boulevard/Andresen Road, MacArthur Boulevard/Devine Road, NE 172nd Avenue/NE 18th Street, NE 179th Place/NE 18th Street, and NE 187th Avenue/NE 18th Street. Based on the subdivision's traffic impact to these intersections, the Applicant would be required to pay a total of \$8,911 in proportionate share mitigation fees. *Exhibit 1.J, 1.K, and 4.*
31. In addition to the concurrency modeling fees and proportionate share mitigation fees, the Applicant would be required to pay traffic impact fees pursuant to VMC 20.915 for the Cascade transportation zone. The fee would be calculated based on the rate in effect at the time of building permit application and collected prior to building permit issuance. *Exhibits 1.K and 4.*
32. C-Tran operates a bus route that is approximately 1.25 miles north of the subject property. *Exhibit 1.B.*
33. The proposed subdivision would connect to the municipal water system through an existing water main in SE 19th Street. A new eight-inch main would be extended south and east within SE Maxon Road. Planning Staff submitted that the Applicant's preliminary plans indicate the ability to comply with the City's water requirements. *Exhibits 4 and 1.C.*
34. There is an existing public sewer in SE 19th Street, which is at sufficient depth to provide gravity service for the lots facing SE 19th Street. Shared public pressure sewers would need to be constructed to provide service to the remaining lots, and each lot would need a private pump system. Staff submitted that the Applicant's preliminary plans indicate the ability to comply with City requirements. *Exhibits 4 and 1.B.*
35. The Fire Department reviewed the proposal and submitted that with recommended conditions the proposal would meet the requirements of VMC Title 16 and the International Fire Code. The recommended conditions of approval require a fire response plan and address fire hydrants, fire apparatus access, and signage. *Exhibit 4.*
36. The soils on-site were evaluated by a geotechnical engineer and determined to be suitable for infiltration, although the infiltration rate varies through the site. All stormwater runoff would be infiltrated on-site through proposed infiltration trenches. Media filter cartridges would be used to treat runoff from pollution-generating surfaces prior to infiltration. All stormwater improvements would be designed consistent with the City's stormwater ordinance (VMC 14.25) and Department of Ecology requirements. *Exhibits 4, 1.L, and 1.M; Jayson Taylor Testimony.*
37. Pursuant to VMC Title 20.770.080, a minimum tree density of 30 tree units per acre is

required, which may be satisfied by existing trees, replacement trees, or a combination of existing and replacement trees. There are currently 183 trees on the subject property, 176 of which would be removed from the site due to conflict with roads, utilities, building envelopes, and other subdivision features. The tree density required for the subject property is 97 tree units, and the seven trees proposed for retention (all Oregon white oak) would provide 74.5 tree units. The Applicant proposes to plant sufficient additional trees to result in 120.5 tree units, exceeding the requirements of the ordinance. City Staff recommended that tree protection measures for retained on-site and off-site trees be shown on the final grading plans. *Exhibits 4 and 1.C.*

38. Consistent with VMC 20.925, at least 10% of the net lot area of each lot must be landscaped, and street trees are required along all public and private street frontages. The Applicant has submitted a preliminary landscaping plan that depicts the planting of some street trees, but the plan does not meet the maximum tree spacing of 30 feet on center required by the ordinance. Planning Staff recommended that the Applicant narrow the driveways to 12 feet at the curb or notch the driveways to allow additional street trees to be planted. Compliance with the landscaping requirements applicable to individual lots would be verified at the time of building permit review. *Exhibits 4 and 1.C.*
39. The Applicant would mitigate park impacts by paying park impact fees for Park Impact Fee District B pursuant to VMC 20.915. The fee would be calculated based on the rate in effect at the time of building permit application and collected prior to building permit issuance. *Exhibit 4; VMC 20.915.*
40. The subject property is within the Evergreen School District, and would be served by Ellsworth Elementary School, Wy'east Middle School, and Mt. View High School. The School District provides bus service to all three schools, with the current nearby bus stop located at SE 113th Avenue and SE 19th Street, a short distance east of the subject property. With the proposed frontage improvements, there would be a safe walking route from residences within the proposed subdivision to the school bus stop. The Applicant would mitigate impacts to schools through payment of impact fees pursuant to VMC 20.915. *Exhibits 1.D, 2, and 4.*
41. The Applicant had an archeological predetermination report prepared for the site, which did not find evidence of archaeological materials. Planning Staff recommended that the project be conditioned to include a note on the final plat requiring notice to be provided to the City and to the Washington State Department of Archaeology and Historic Preservation if cultural resources are found, consistent with VMC Title 20.710.090. *Exhibit C1.*
42. Pursuant to the State Environmental Policy Act (SEPA), the City of Vancouver acted as lead agency for review of environmental impacts caused by the proposal. After review of the Applicant's environmental checklist and other project materials, the City issued a notice of application, remote public hearing, and optional determination of non-significance (ODNS) on March 14, 2024, which specified a comment period ending April 15, 2024. Comments were submitted by the Department of Ecology, the Washington Department of

Fish and Wildlife, and from members of the public. The City issued a final DNS on April 18, 2024, which was not appealed. *Exhibits 1.E, 1.S, and 1.T.*

43. Public comment on the application included concerns regarding the proposed increase in density, traffic (including along SE 19th Street, SE 113th Avenue, and Nancy Road), visibility at the intersection of SE 19th Street and Ellsworth Road, parking, housing affordability, groundwater impacts, and electrical grid impacts. Some neighbors argued that, with the apartment complexes to the north of the subject property, the development density within the neighborhood is already too high and would be worsened when other undeveloped parcels in the neighborhood zoned for multifamily uses are developed. Allegation was also made that there are springs and a stream roughly 100 feet from the subject property, across SE 19th Street and SE Maxon Road, respectively. *Exhibits 1.U, 5, 6, and 7; Testimony of Linda Ignoffo, Brad Peterson, John Ignoffo, John Dohman, Michael Rank, and Kelsie Rank.*
44. In response to public comment, the Applicant argued that the proposed project density is consistent with the density allowances potentially available in the R-9 zone for for-rent housing types.⁸ The proposed development would create fee simple ownership opportunities. *Chad Stewart Testimony; Exhibit 2.*
45. With respect to parking, the Applicant argued that the proposed one-car garages are necessitated by the R-17 development standards, which limit the garage door width to 50% of the building façade and require main entrances to be visible from the street. *VMC 20.410.050.B(1).* Additional off-street parking would be available within the driveways for up to two cars. *Chad Stewart and Jayson Taylor Testimony.*
46. With respect to the springs and creek, these were not identified by professional consultants and do not appear on Department of Natural Resources, City, or other agency mapping. However, their presence would not affect the site design because the 60 feet of right-of-way between the water features and the subject property would interrupt any buffering requirement.⁹ *Jayson Taylor and Mark Person Testimony.*
47. With respect to traffic volumes, the recommended standard for local streets is 2,000 vehicle trips per day. The traffic volume on SE 19th Street is approximately 450 to 500 vehicle trips per day. The traffic added by the proposed development would result in a total volume of approximately 900 vehicle trips per day, well within the design standard.

⁸ Specifically, the Applicant argued that 62 units could be provided, but did not offer code citations in support (see Exhibit 2 and Chad Stewart Testimony). Although VMC 20.950.010.A(1) allows up to twice the density of the underlying zone in a cottage cluster development, subsection A(2) limits the number of units within a cottage cluster development to a maximum of two, 12-unit clusters (24 units). The Hearing Examiner was not able to identify any other code provisions or density bonuses that would allow 62 primary dwelling units to be achieved on the site under R-9 zoning; however, VMC 20.810.030 authorizes accessory dwelling units on lots containing detached single-family residences in all residential zones.

⁹ See VMC 20.740.110.A(1)(e)(1)(A): “When impervious surfaces from previous development completely functionally isolate the Riparian Management Area or the Riparian Buffer from the waterbody, the regulated riparian area shall extend from the ordinary high water mark to the impervious surfaces.”

Daniel Stumpf Testimony.

48. With respect to the quality of the intersection of SE 19th Street and Ellsworth Road, City Engineering Staff do not have significant sight distance concerns, as the estimated sight distance of the intersection would meet the standard for 45-mile per hour traffic, and the posted speed limit is 40 miles per hour. *Eric Hahn Testimony.* Further, the Applicant's transportation engineer evaluated the intersection of SE 19th Street and Ellsworth Road to determine whether a right-turn lane at the northbound approach to the intersection is warranted under Transportation Research Board and Washington State Department of Transportation guidance, and the result was that the right-turn lane is not warranted. *Daniel Stumpf Testimony; Exhibit 1.J.*
49. With respect to driving routes, the Applicant's transportation engineer expects that most traffic would use Ellsworth Road and SE 10th Street to reach McGillivray Boulevard (northeast of the subject property), because the route described in public comment - using SE 113th Avenue and Nancy Road - would require reduced driving speeds. Street parking is allowed along Nancy Road, there are no lanes delineated, the roadway curves, and there are speed bumps. Ellsworth Road and 10th Street are minor arterials with higher speed limits, no parking, and no horizontal curves. *Daniel Stumpf Testimony.*
50. With respect to groundwater concerns, although groundwater was not detected in test pits during the geotechnical evaluation (which occurred in August), piezometers were installed on-site to record groundwater elevations during wet weather months, so the information could be incorporated into the final stormwater design. *Exhibit 1.L; Chad Stewart Testimony.* City Staff are satisfied with the preliminary information that has been submitted and that any groundwater issues can be addressed during engineering review. *Mark Person Testimony.*
51. With respect to electrical grid capacity, the Applicant received correspondence from Clark Public Utilities regarding electrical service, which identified construction requirements but did not note any capacity issues or other issues of concern. *Exhibit 8.*
52. Having heard all testimony, including public concerns and Applicant responses, Planning Staff maintained their recommendation for approval of the requested permits subject to the conditions identified in the staff report and subject to one additional condition requiring installation of street trees prior to occupancy of the built residences. *Exhibits 1 and 4; Mark Person Testimony.* Applicant representatives waived objection to the recommended conditions in Exhibit 1 and requested for clarity purposes the additional condition recommended in Exhibit 4. *Testimony of Chad Stewart and Jayson Taylor; see Exhibit 2, Slide 16.*

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CONCLUSIONS

Jurisdiction:

The Hearing Examiner has jurisdiction to review and make a recommendation to City Council on the rezone - a Type IV application - pursuant to VMC 20.285.040.C(2).

Per Vancouver Municipal Code 20.210.020 Table 20.210-1, preliminary subdivisions are Type III development applications, which are decided by the Hearing Examiner, and critical areas permits are Type II development applications, which are decided by the Planning Official. Pursuant to VMC 20.210.020.D, when more than one permit is required for a given proposal, all applications are consolidated into a single review subject to the highest type of procedure that applies to any of the applications. Thus, the Hearing Examiner also has jurisdiction to issue findings and a recommendation to City Council on the subdivision and critical areas permit applications.

Rezone Criteria for Review:

Pursuant to VMC 20.285.060, the approval criteria for a standalone zoning map amendment (i.e., a map amendment not involving a comprehensive plan amendment) require demonstration of the following:

1. How the proposal is more consistent with applicable policies of the Vancouver strategic plan and comprehensive plan than the existing designation; and
2. That a change in circumstances has occurred since the existing designation was established.

Critical Area Permit Criteria for Review:

Pursuant to VMC 20.740.060, any activity subject to VMC 20.740 must comply with the following criteria:

- A. *Avoid Impacts.* The Applicant shall first seek to avoid all impacts that degrade the functions and values of (a) critical area(s). This may necessitate a redesign of the proposal.
- B. *Minimize Impacts.* Where avoidance is not feasible, the applicant shall minimize the impact of the activity and mitigate to the extent necessary to achieve the activity's purpose and the purpose of this ordinance. The applicant shall seek to minimize the fragmentation of the resource to the greatest extent possible.
- C. *Compensatory Mitigation.* The applicant shall compensate for the unavoidable impacts by replacing each of the affected functions to the extent feasible. The compensatory mitigation shall be designed to achieve the functions as soon as practicable. Compensatory mitigation shall be in-kind and on-site, when feasible, and sufficient to maintain the functions of the critical area, and to prevent risk from a hazard posed by a critical area to a development or by a development to a critical area.
- D. *No Net Loss.* The proposal protects the critical area functions and values and results in no net loss of critical area functions and values.

- E. *Consistency with General Purposes.* The proposal is consistent with the general purposes of this chapter and does not pose a significant threat to the public health, safety, or welfare on or off the development proposal site.
- F. *Performance Standards.* The proposal meets the specific performance standards of Fish and Wildlife Habitat Conservation Areas VMC 20.740.110, Frequently Flooded Areas VMC 20.740.120, Geologic Hazard Areas VMC 20.740.130, and Wetlands VMC 20.740.140, as applicable.

Subdivision Criteria for Review:

Pursuant to VMC 20.320.040, to obtain approval of a preliminary subdivision, the Applicants must demonstrate compliance with the following criteria:

- A. Public facilities provision. Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for transportation, water, storm drainage, erosion control and sanitary sewage disposal methods that are consistent with the City's current ordinances, standards and plans;
- B. Proposed improvements. Appropriate provisions have been made for proposed streets, alleys and public ways, utilities and other improvements that are consistent with the City's current ordinances, standards and plans, and Department of Health and/or Washington State Department of Transportation standards and plans, where applicable;
- C. Open space and dedications. Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for open space, parks, schools, dedications, easements and reservations;
- D. Physical characteristics. The design of the proposed short subdivision or subdivision site has taken into consideration the physical features of the site, including but not limited, to topography, soil conditions, susceptibility to flooding, inundation or swamp conditions, steep slopes or unique natural features such as wildlife habitat or wetlands;
- E. Re-platting of existing subdivisions. When re-platting an existing subdivision, the short subdivision or subdivision shall comply with all of the terms and conditions of the existing subdivision's conditions of approval;
- F. Compliance with all requirements of this title. The proposed short subdivision or subdivision complies with all applicable requirements of this title unless modified through the approval; and
- G. Compliance with State requirements. That the proposed short subdivision or subdivision complies with the requirements of RCW 58.17.110.
- H. Narrow Lot Additional Criteria. Land divisions which contain one or more residential lots having a width of less than 40 feet shall meet additional criteria of VMC 20.927.030.A, B, and C.

Narrow Lot Development Approval Criteria:

Pursuant to VMC 20.927.030, in order for the City to grant approval of a preliminary short subdivision or subdivision that proposes narrow lots, the Applicant shall demonstrate compliance with the following criteria:

- A. Conflicts on narrow lots shall be eliminated. The development has been designed to eliminate conflicts between on-site and off-site improvements and features associated with narrow lots. Specifically, the location, size, and design of features including driveways, public and private utilities (water, fire hydrants, sewer, roof infiltration, gas, cable, phone, electricity, etc.), on-street parking spaces, street trees, existing trees, light poles, common mailboxes, street signs, etc., shall be considered in the design of the development and coordinated to eliminate conflicts with one another and meet minimum spacing requirements.
- B. Adequate guest parking shall be provided. The development has been designed to provide for at least one guest parking space for every three narrow lots in the development. Such spaces may be located on-street (on local access or loop classification roadways only) or in common parking areas subject to the development standards of VMC 20.927.040.A(2).
- C. Solid waste and recycling collection and access shall be provided. The development shall be designed to provide for safe access and maneuvering by solid waste and recycling collection vehicles to designated collection points for each lot.

RCW 58.17.110 requires as follows:

- (1) The city, town, or county legislative body shall inquire into the public use and interest proposed to be served by the establishment of the subdivision and dedication. It shall determine: (a) If appropriate provisions are made for, but not limited to, the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds, and shall consider all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) whether the public interest will be served by the subdivision and dedication.
- (2) A proposed subdivision and dedication shall not be approved unless the city, town, or county legislative body makes written findings that: (a) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication.

Conclusions Based on Findings:

- 1. The criteria for rezone are satisfied.
 - A. The proposed rezone to R-17 is more consistent with the Vancouver Strategic Plan and the Comprehensive Plan than the existing R-9 designation because it would

provide additional density in an area served by infrastructure and public facilities, would add to the range of housing options, and would result in home and lot sizes that are more likely to be affordable to a broader swath of the community than standard R-9-sized lots and residences. *Findings 3, 4, 8, 9, and 11.*

- B. The City's need for additional and affordable housing, as reflected in the 2022 housing code updates that created the R-17 zone and in the state legislature's direction regarding upzoning, represents a change in circumstances since the R-9 zone was adopted. *Finding 10.*
2. As conditioned, the criteria for a critical area permit are satisfied.
- A. The Applicant has demonstrated that impacts to Oregon white oaks would be avoided to the extent possible through site design. Seven of eight trees would be retained. Removal of one tree is unavoidable. *Findings 13 and 14.*
 - B. The Applicant has demonstrated that impacts to retained Oregon white oaks would be minimized. For example, sidewalk placement on SE Maxon Road would be modified to increase the distance of the sidewalk from retained oaks. *Finding 14.*
 - C. Appropriate compensatory mitigation would be provided for unavoidable impacts. Mitigation would occur on-site (in the form of habitat enhancement), with mitigation bank credits also purchased to provide a more immediate benefit. *Finding 15.*
 - D. The proposal would ensure no net loss of critical areas functions and values. *Finding 15.*
 - E. The proposal would be consistent with the purpose of VMC 20.740 to designate and protect critical areas while also allowing for reasonable use of property (see VMC 20.740.010) and would not pose a threat to the public health, safety, or welfare. No public health, safety, or welfare concerns were identified in conjunction with the proposed tree removal and mitigation. *Findings 12, 13, 14, and 15.*
 - F. The proposal meets the relevant performance standards, which incorporate a no net loss standard and prioritize on-site enhancement (see VMC 20.740.110.C(1)). *Finding 15.*
3. As conditioned, the criteria for a preliminary plat are satisfied.
- A. As conditioned, appropriate provision has been made for transportation, water, storm drainage, erosion control, and sewage disposal. The local street system has capacity to serve the development. Impact fees and proportionate share mitigation fees would mitigate the impact of the project's increased trips on the surrounding transportation system. *Findings 21, 22, 23, 24, 25, 28, 29, 30, 31, 32, 33, 34, 36, 47, 48, 49, and 50.*
 - B. As conditioned, appropriate provision has been made for streets, alleys, utilities, and other improvements consistent with City and State standards, as modified through the road modification process. Sufficient parking would be provided to satisfy City parking standards as well as the guest parking requirement of the narrow lot criteria. *Findings 20, 21, 22, 23, 24, 25, 26, 27, 33, 34, 35, 36, 47, 48, 51, and 52.*

- C. Park and school impacts would be mitigated through payment of impact fees. *Findings 39 and 40.*
- D. The design of the subdivision takes into account the physical features of the site. The subdivision has been designed to avoid and minimize impacts to seven of the eight Oregon white oaks on-site. The proposed use of infiltration trenches for stormwater management is compatible with soil conditions. The final stormwater design would incorporate the results of wet season groundwater monitoring. *Findings 12, 13, 14, 36, and 50.*
- E. There are no prior subdivision terms or conditions that affect the proposal. *Finding 2.*
- F. As conditioned, the subdivision complies with the applicable requirements of VMC 20.320, which address subdivision layout and access requirements. *Findings 19 and 21.*
- G. The above criteria largely address the requirements of RCW 58.17.110. The RCW also includes a requirement that a subdivision make appropriate provision for safe walking conditions for students who only walk to and from school. In this case, students would be bussed to school and there would be continuous sidewalks within the subdivision and along the walking route to the bus stop. The public interest would be served by the provision of housing consistent with the Strategic Plan, Comprehensive Plan, and the standards of the R-17 zone. To ensure R-17 standards are met with the site design proposed, a condition is needed to ensure that the right-of-way vacation process is completed prior to civil plan approval. The proposal to develop detached residences is consistent with the UL Comprehensive Plan designation and adjacent land uses. *Findings 4, 5, 6, 8, 9, 10, 16, 17, 18, 22, 24, 25, 40, and 52.*
- H. As conditioned, the proposal is consistent with the narrow lot development criteria. *Finding 20.*

RECOMMENDATION

The Hearing Examiner recommends to the Vancouver City Council that the requested rezone of 3.4 acres at 11101 and 11117 SE 19th Street from R-9 to R-17, the requested subdivision of the land into 46 single-family residential lots, and the associated critical area permit be **APPROVED** subject to the following conditions:

Prior to Civil Plan Approval:

1. Upload the civil plan review set showing all the revisions requested as well as all necessary reports (geotechnical, hydrology, traffic analysis, road modification, etc.). Include a detailed site plan in the civil plan review set. For questions on these requirements, please contact (360) 487-7804.
2. Grading plan review fees will be due upon submittal of civil plans for review. Contact Permit Center staff at (360) 487-7802 to obtain a fee quote.
3. Pay concurrency monitoring fees totaling \$1,500.

4. Pay proportionate share fees totaling \$8,911.
5. Submit an inadvertent discovery plan for discovery of archaeological resources.
6. Place the following note on the grading plans: "If any archaeological deposits are found during construction, work shall stop, and the City of Vancouver's Community Development and the Washington State Department of Archaeology and Historic Preservation shall be notified."
7. Place this note on the Engineering Plans: "Development within this subdivision is subject to an approved tree plan. Tree removal is subject to approval by the City of Vancouver. Street trees must be planted prior to occupancy per the approved plan."
8. Include this note on final landscape plans: "All shrubs within sight distance triangles shall be maintained so that foliage height above pavement does not exceed 2.5 feet. Street trees within sight distance triangles shall be limbed up to a height of 10 feet consistent with ANSI A300 standards to provide for sight distance visibility."
9. Show tree protection fencing on Grading Plan for on-site and off-site trees.
10. Make design adjustments to meet street tree requirement by narrowing driveways at curb to 10-12 feet or notching driveways to allow for additional street trees where there are not street trees. Street trees shall be five feet from center of water meters and five feet from driveways.
11. Revise development plan to show on-street parking in accordance with narrow lot standards.
12. The new public dead-end cul-de-sac that will extend eastward from SE Maxon Road shall be named SE 20th Circle.
13. Include the City of Vancouver standard advanced pavement restoration requirement on the civil drawings.
14. Approved civil plans shall include specific sanitary sewer design features including (at a minimum) notes that identify lots that require minimum finish floor elevations for full gravity service, construction of public gravity sewer south in SE Maxon Road, lining (sealing) of new and existing manholes, two separate shared public pressure sewers, notes specifying private pump requirements, and provisions for the lot at the east end of SE Maxon Road.
15. Complete the sanitary sewer design on the civil drawings. Prepare according to Vancouver's current General Requirements and Details for Design and Construction. Address redline comments and submit the final design for civil plan approval.

16. New and existing fire hydrant locations related to this project shall be shown.
17. An approved fire response plan shall be included in both the civil plans and the architectural plans.
18. Obtain City Council approval of final ordinance vacating the right-of-way along the south leg of SE Maxon Road.

Prior to or During Construction:

19. Comply with the applicable requirements in the letter from Ecology dated April 12, 2024.
20. Comply with the applicable requirements in the letter from Clark County Public Health dated September 18, 2023.
21. Construct new public sanitary sewers and service laterals as shown on the approved civil plans. Satisfy construction services inspection and testing requirements and secure construction acceptance. Satisfy submittal and other requirements itemized in the Notifications of civil plan approval and secure final civil project acceptance.
22. Fire hydrants for emergency use shall be established and maintained accessible.
23. Fire apparatus access roads shall be established and maintained.
24. Site security measures shall be installed to prevent unauthorized access.
25. Temporary street and building address signage shall be visible and legible from the street fronting the property for emergency response during construction.
26. All fire safety provisions of the International Fire Code shall be adhered to.
27. No smoking signage shall be posted throughout the site except in designated smoking areas.
28. Site security shall be maintained to prevent unauthorized access.
29. Consideration for emergency vehicle access shall be taken when staging materials for construction.
30. The general construction manager shall ensure that all requested inspections for fire protection system work are requested by the permit holder and that the systems were pre-tested to being scheduled.

Prior to Final Plat Approval:

31. Oak Mitigation Bank credits (0.09) shall be purchased. A financial assurance shall be provided for the proposed enhancement if the mitigation cannot be completed prior to recording.

32. A conservation covenant protecting Oregon White Oak Woodland functions and values in a form approved by the City Attorney shall be recorded.
33. Comply with all requirements set forth on the civil drawings pursuant to the minor road modification approval.
34. Provide the following improvements to SE 19th Street, per City of Vancouver standards:
 - a. Dedicate additional right-of-way if/as necessary to obtain the full 54-foot right-of-way width, per T10-14.
 - b. Install additional pavement width as necessary to obtain the full 36-foot street width, per T10-14.
 - c. Install curb, gutter, planter strip, and detached sidewalk, per T10-14.
 - d. Install driveway approaches, per the appropriate standard.
 - e. Remove the existing temporary asphalt ADA ramp at the east property line and connect the new sidewalk to the existing sidewalk at this location.
 - f. Street lighting must be installed or upgraded to current standards, see street lighting comments below.
 - g. Install traffic control devices as warranted, and storm drainage as required by the City stormwater ordinance.
35. Provide the following improvements to SE Maxon Road, per City of Vancouver standards:
 - a. Dedicate additional right-of-way if/as necessary to obtain the required 25-foot right-of-way half-width, per T10-15B.
 - b. Install additional pavement width as necessary to obtain the required 14-foot street half-width, per T10-15B.
 - c. From SE 19th Street to the south end of the property where SE Maxon Road bends to the east (a distance of approximately 350 feet), the developer must install standard curb, gutter, planter strip, and detached sidewalk, per T10-15B. (It will be allowable to install curb-tight attached sidewalk where necessary to protect existing trees.)
 - d. From the bend to the cul-de-sac at the end of the road (a distance of approximately 500 feet), the developer must install rolled curbing, five-foot curb-tight attached sidewalk, and a 5.5-foot planter strip behind the sidewalk, per applicable City standards and the approved road modification. The attached sidewalk must be thickened to six inches, minimum.
 - e. If the resulting total paved street width is less than 28 feet, “No Parking - Fire Lane” signs must be installed on both sides of the street. If the resulting total street width is 28 feet or greater, the parking restriction signs must be posted only on one side of the street.

- f. Install a standard curb return and diagonal ADA pedestrian ramp (T02-04B) at the corner of SE Maxon Road and SE 19th Street, per the appropriate standards. The radius of the curb return must be 25 feet.
 - g. Street lighting must be installed or upgraded to current standards, see street lighting comments below.
 - h. Install traffic control devices as warranted, and storm drainage as required by the City stormwater ordinance.
- 36. Provide the following improvements to SE 20th Circle, per City of Vancouver standards:
 - a. Dedicate 50 feet of right-of-way and install an asphalt street with 28-foot paved width. Install rolled curb and gutter, and five-foot curb-tight attached sidewalk on both sides of the street, per the applicable City standards and the conditions of the approved road modification. The attached sidewalk must be thickened to six inches, minimum. Also, the 28-foot pavement width must be measured to the gutter flowline, not the top of curb.
 - b. Construct a new intersection on SE Maxon Road with 20-foot curb return radii and standard directional ADA ramps, per the applicable City standards.
 - c. Install “No Parking - Fire Lane” signs at appropriate spacing along one side of the street.
 - d. Construct a standard cul-de-sac with 35-foot radius, measured to the gutter flowline, per the applicable City standards.
 - e. Street lighting must be installed or upgraded to current standards, see street lighting comments below.
 - f. Install traffic control devices as warranted, and storm drainage as required by the City stormwater ordinance.
- 37. Identify lots that require minimum required finish floor elevations for gravity service and cite the civil record drawings for elevation requirements.
- 38. Identify lots that require private pump systems for public sanitary sewer service and cite the civil record drawings for private pump requirements.
- 39. Tracts A and B are to be owned and maintained by the Homeowners Association.
- 40. Submit a final plat application. Applications can be found under Building, Planning, and Environment on the City of Vancouver website, www.cityofvancouver.us.
- 41. A final summary report by the geotechnical engineer of record shall be prepared and submitted to the City of Vancouver that states that the project soils were prepared in accordance with the governing geotechnical report and construction documents. Provide a current report with lot specific conditions and compaction test results by final grading.

Notes Required on Plat:

- 42. If any archaeological deposits are found during construction, work shall stop, and the City of Vancouver's Community Development and the Washington State Department of Archaeology and Historic Preservation shall be notified.
- 43. All lots within this plat are subject to a specific tree plan on file with the City of Vancouver. Required trees shall be planted on a per lot basis prior to final occupancy. No tree within the plat shall be removed without a permit.
- 44. Homeowners Association is responsible for maintenance of all open space tracts listed on this plat.

Prior to Issuance of any Building/Development Permits:

- 45. All required fees, including Transportation, School, and Park Impact Fees shall be paid.
- 46. Building permits shall be subject to the narrow lot development standards of 20.927.040.
- 47. Building permits shall be subject to the development standards of 20.410.050.B.
- 48. Street and address signage shall be visible and legible from the street fronting the property for emergency response. If applicable, individual suite numbers shall be posted at the suite doors. Where applicable, apartment building designations shall be visible and legible from all potential fire lane approaches.
- 49. Required fire lane signage shall be installed.

Prior to Issuance of Certificate of Occupancy:

- 50. Install required street trees and landscape buffer plantings per VMC 20.925.030.E.

Decided July 8, 2024, 2024.

By:



Sharon A. Rice
City of Vancouver Hearing Examiner



STAFF REPORT

Project Name	19th Street Terrace Subdivision and Zone Change PRJ-168925/LUP-83811
Report Date	June 4, 2024
Hearing Date	June 18, 2024
Proposal	46-lot single-family narrow lot subdivision, zone change from R-9 to R-17 and critical area permit
Location	11101 SE 19th St. and 11117 SE 19th St., Vancouver. Parcels 113116000, 113115000, and 113110000 within the SE ¼ of Section 33, Township 2N, Range 2E and the NE ¼ of Section 4, Township 1N, Range 2E of the Willamette Meridian.
Contact	PLS Engineering, Travis Johnson, 604 W Evergreen Blvd, Vancouver, WA 98660
Applicant	Ginn Group, LLC, Chad Stewart, 502 NE 72nd Street, Vancouver, WA 98665
Property Owners	Michael Buckmeir, 232 Farm Supply Rd, Lacey Springs, AL 35754 and Barbara MacArthur, 11117 SE 19th St., Vancouver, WA 98664
Staff	Mark Person, Senior Planner / Case Manager Eric Hahn, Senior Civil Engineer, Transportation / Concurrency Andrew Jorgenson, Deputy Fire Marshal Amanda Romero, Solid Waste Giff Hancock, Civil Engineer, Water Aaron A. Odegard, Civil Engineer, Sewer Mike Swanson, Civil Engineer, Stormwater Eric Stinson, Building Plans Examiner
SEPA Determination	Final Determination of Nonsignificance

Approval Criteria Subdivision – VMC20.320.040
 Zone Change – VMC20.285.060
 Critical Area – VMC20.740.060

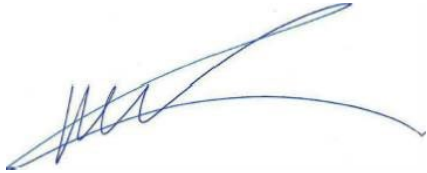
Staff

Recommendation Staff recommends approval of the subdivision and zone change. Project conditions and/or required revisions are identified in the conclusion of this report.

APPEAL

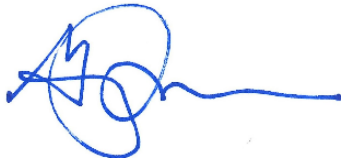
This report to the hearing examiner is a recommendation from Community Development Department. The examiner may adopt, modify or reject this recommendation. The hearing examiner recommendation will be forwarded to City Council for a final decision.

For questions or additional information, you may contact the case manager by telephone at 360-487-7885, or by e-mail at mark.person@cityofvancouver.us.



Report Prepared by
Mark Person, AICP, Senior Planner/Case Manager

June 4, 2024
Date



Greg Turner, Manager
Land Use Planning

June 4, 2024
Date

BACKGROUND

Project Summary

Proposed 46-lot single-family narrow lot subdivision and zone change from R-9 to R-17. Application includes a critical area permit application, there are Oregon White Oaks present on the site.

General Site Information

Zoning District	R-9
Adjacent Zoning Designation	R-22 to the north, across 19 th Street, R-9 to the east, R-4 to the south, across Maxon and SR-14 and R-22 to the west, across Maxon
Comprehensive Plan Designation	UL
Parcel Size	Four parcels totaling 3.4 acres
Adjacent Land Uses	Residential
Access Roads	19 th Street to the north, Maxon to the west and south
Existing Vegetation	Identified Oak Woodland Habitat
Existing Structures	Two existing homes
Topography	Sloping north to south with approximately 36 feet of fall
Geologic Hazards	No mapping indicators
Seismic Hazard	NEHRP Class C
Habitat and Species Impacts	Yes
Flood Plains	Outside Flood Area
Wetlands	Potential Presence
Archaeology	Level A – Higher Probability and within site buffer
Drainage Basin	Columbia Slope
Wellhead Protection	Critical Aquifer Recharge Area
Soils	HsB, LgB
Park Impact Fee District	District B
School Impact Fee District	Evergreen
Impacted Schools	Ellsworth, WyEast and Mt. View
Traffic Impact Fee District	Cascade
Transportation Analysis Zone	114
Sewer District	Vancouver
Water District	Vancouver
Fire Service	Vancouver
Neighborhood Association	Ellsworth Springs

Procedural History

Activity	Case #	Date
Pre-application conference	PIR-83596	08/17/2023
Application submitted	LUP-83811	11/15/2023
Application determined fully complete		02/29/2024
Notice of application, SEPA DNS and public hearing		03/14/2024
Final DNS		04/18/2024
Hearing Date		06/18/2024

APPLICABLE REGULATIONS

Vancouver Municipal Code

VMC Chapters 11.80 Street Standards; 11.90 Transportation; 11.95 Transportation Concurrency; 14.04 Water and Sewer Use Regulations; 14.16 Water and Sewer Service Connections; 14.24 Erosion Control; 14.25 Stormwater Control; 14.26 Water Resource Protection; 16.04.160 Water Supply and Fire Hydrants; 16.04.150 Fire Apparatus Access; 16.04.170 through 16.04.210 Fire Protection Systems; 16.04.010 Premises Identification; 20.210 Decision Making Procedures; 20.285 Text and Map Amendments; 20.320 Subdivisions; 20.915 Impact Fees; 20.740 Critical Areas Protection; 20.770 Tree Conservation; 20.410 Lower Density Residential Districts; 20.925 Landscaping and Open Storage; 20.945 Parking and Loading; and 20.790 State Environmental Policy Act Regulations and 20.970 Solid Waste Disposal and Recycling.

Comprehensive Plan

Public Works Publications

General Requirements & Details for Water Main Construction
General Requirements & Details for Sewer Main Construction

Other

RCW 58.17
Manual on Uniform Traffic Control Devices

ANALYSIS

Staff reviewed the proposal for compliance with applicable regulations, code criteria and standards in order to determine whether all potential impacts will be mitigated by the requirements of the code.

AGENCY AND PUBLIC COMMENTS

Agency and public comments are listed below. The proposed project has been reviewed and recommendations made in light of these comments.

Clark County Public Health

CCPH issued a Development Review Evaluation for the project dated Sept. 18, 2023 (Exhibit F).

On-Site Sewage Treatment Systems (CCC 24.17, WAC 246-272A, CCC 40.370, RCW 58.17)

Existing individual on-site sewage systems (OSS) is not listed on the application but there are county records indicating OSS are at the site (OON0049033 & ON0052911). A site visit on Sept. 7, 2023 did not verify evidence of an on-site sewage system but ABS pipe was seen approximately 10 feet south of the southeast corner of 11101 SE 19th Street near a likely septic tank. Any other on-site sewage system discovered during development must be properly abandoned with written notice provided to Clark County Public Health.

Please provide written notification describing the actions taken to legally abandon the systems with pumper's receipt attached. Proper system abandonment requires tank pumping by a licensed pumper, removing the tank or breaking in the tank lids, punching

a hole in the bottom, and filling the cavities with rock, sand, or compacted soil. Cesspools, drywells, or pump chambers discovered during development must also be abandoned in this manner.

The proposed development must be served by public sewer. A copy of the final acceptance letter (or equivalent) from the purveyor shall be submitted with the Mylar (final plat).

Water Systems (WAC 173-160, WAC 246-290, CCC 40.370, RCW 58.17)

Existing wells are indicated on the application. There are county records indicating wells are at the site (WP0009727 & WP0009726). A site visit on Sept. 7, 2023 did discover evidence of wells. A well was observed under a water valve box immediately in front of 11101 SE 19th Street. A well was observed in a concrete container approximately 50 feet north of the house next to the west driveway to 11117 SE 19th Street. Any wells identified during development must be properly decommissioned per WAC 173-160-381 by a Washington licensed well driller with written notice provided to Clark County Public Health and the well locations marked on the final plat.

The proposed development must be served by public water. A copy of the final acceptance letter (or equivalent) from the purveyor shall be submitted with the Mylar (final plat).

Conclusion: The proposal will comply with Public Health requirements as conditioned.

Washington Department of Fish and Wildlife

A letter was received from the Washington State Department of Fish and Wildlife dated March 27, 2024 (Exhibit G). The letter contains Oregon white oak guidance that has been incorporated into this staff report.

Department of Ecology

A letter was received from the Department of Ecology dated March 12, 2024 (Exhibit I). The email contains standards for solid waste management, toxics cleanup and water quality. **The applicant shall comply with these requirements during construction.**

Public Comment

Electronic messages were received during the comment period from neighbors expressing concerns over increased density, traffic, streets, critical areas and affordability. These comments are included in this report as Exhibit U. Comments applicable to the development code are addressed within this report.

FINDINGS

Land Use

20.210 Decision Making Procedures

Finding: Per VMC 20.210-1 Zoning Map Amendments require a Type IV process and recommendation by the hearing examiner to the City Council for final approval. Per Table 20.210-1, preliminary subdivision (10 lots or more) requires a Type III process and preliminary approval by the hearing examiner.

Per VMC 20.210.020.D, when more than one application is submitted for a given development and those applications are subject to different types of procedure, then all of the applications are subject to the highest type of procedure that applies to any of the applications.

20.285 Text and Map Amendments

Finding: The application includes a map amendment to change the zoning on the site from R-9 to R-17. Zoning map amendments not involving associated comprehensive plan map amendments shall demonstrate the following:

1. *How the proposal is more consistent with applicable policies of the Vancouver strategic plan and comprehensive plan than the existing designation; and*

Applicant Response: The City adopted a 2023-2029 Strategic Plan earlier this year that included eight focus areas. This narrative below shows how the proposal is consistent with five of the applicable focus areas:

Transportation and Mobility

The development will improve all the existing abutting streets and proposed internal streets with sidewalks that will improve pedestrian mobility in and around the site. The site is near Highway 14, which will provide quick and efficient vehicular access to and from the site. The Mill Plan Vine (C-Tran) bus route is approximately 1.25 miles north of the site and would be within a 15 minute bike ride from the site. The site is within the urban areas of the County and there is adequate roadway infrastructure to support the proposed development.

Housing and Human Needs

The proposed development would bring an additional 46 single-family homes to the market. These homes would be affordable to a large portion of the community as they would be smaller efficient homes on compact lots. These proposed homes would contribute to the diverse range of housing options within the city and help make home ownership attainable.

Vibrant and Distinct Neighborhoods

The proposed development will integrate well with the existing residential neighborhood that consists of a wide range of housing. There are apartments to the north and existing single-family neighborhoods to the east of the site. The site itself will provide a relatively private dead-end cul-de-sac community that will foster social cohesion.

Safe and Prepared Community

Emergency services will be provided by the Vancouver Police Department and Fire District. The nearest Fire Station is 1.3 miles to the NE of the site. The proposed site is also within an urban area that is served by public water. The site will be designed with fire hydrants that meet the spading requirements of the current fire codes. The proposed homes will also meet the current building codes that continually include

updates that improve the performance of buildings during natural disasters, including earthquakes.

Climate and Natural Systems

The proposed site development will include energy efficient homes. This will likely include smaller homes that maximize the utility of spaces while cutting down on overall building size. The homes will also be equipped with high efficiency heat pump HVAC and water heater systems. The HVAC systems will include air conditioning to improve livability during the summer months. The site design will also retain seven trees that provide priority habitat as well as shading/green space for the community. 85 trees are also proposed to be planted to improve long-term tree canopy over the site. The site will include stormwater systems that will collect and treat stormwater from pollution generating surfaces. All stormwater is proposed to be infiltrated into the ground.

2022 Housing Code Updates

In response to the 2016-2021 strategic plan and the 2016 Affordable Housing Task Force recommendations, the City Council studied and approved housing code updates in 2022. This code update resulted in the creation of the R-17 zone to provide additional housing options, and improve affordability within the city.

The Housing Code Updates webpage states the following as a purpose of the update:

“Vancouver, like many communities, is facing a housing crisis. As the city continues to grow, there is a desire and need for new types of housing that would allow residents to live more affordably while also maintaining neighborhood livability. However, current city zoning rules prohibit many of these housing options. Changes to the development code can create opportunities for the private sector to deliver a more diverse, affordable housing stock.”

The project goals of the housing update are stated as the following:

“The goal of the project is to update City codes to allow for different, smaller and more affordable types of housing choices. Many are recommended in the Affordable Housing Task Force report (2016) and many are similar to what is allowed in Clark County and other Washington cities nearby and statewide.”

The specific goals include:

- Allowing for the development of diverse housing types to meet changing demographic needs and consumer preferences
- Expanding market rate, middle income, and affordable housing choices
- Maintaining neighborhood livability with incremental, rather than wholesale, change
- Providing more opportunities for people to live near where they work and attend school, and reduce costly commutes
- Facilitating development in areas with full existing public services

The current proposal is consistent with this plan and will help meet the City's goals. The subdivision proposal associated with the zone change will accomplish the following:

- The project will add diversity to the housing options in the immediate vicinity of the site.
- It will provide middle income housing geared toward families wanting to live in the City of Vancouver.
- The rezone is only an incremental change in density and will blend with existing development in the immediate area. There is a small lot single-family development to the east, apartments to the north, multifamily zoned land to the west, and a highway to the south
- The site is located in the middle of the urban area of Vancouver and is surrounded by existing development.
- The project is in an area with full existing public services.

Finding: Staff agrees that the proposed zone change is in alignment with the strategic plan and comprehensive plan. Additionally, the zone change addresses needs identified in the Affordable Housing Task Force Report and will help address the housing deficit in Vancouver.

2. That a change in circumstances has occurred since the existing designation was established.

Applicant Response: The housing and affordability crisis represents a change in circumstance since the existing zoning designation was established. Well-planned site-specific rezone requests are a way to increase the housing supply in the urban areas of the city. This increase in housing supply will help improve affordability within the city.

Approval of this rezone request will result in a development that can be served by existing urban public services and will provide more flexibility in density and housing types, resulting in more affordable housing.

Finding: Staff agrees with the applicant response. Vancouver is experiencing a housing shortage and a zone change on this site will increase the density at this location.

20.320 Subdivisions

Finding: Per VMC 20.320.040, to receive approval of a preliminary plat, the applicant must demonstrate compliance with the following criteria.

Public facilities provision

Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for transportation, water, storm drainage, erosion control and sanitary sewage disposal methods that are consistent with the city's current ordinances, standards and plans.

Finding: As discussed and conditioned in the following sections of this report, adequate provisions have been made for transportation, water, storm drainage, erosion control and sanitary sewage disposal.

Proposed improvements

Appropriate provisions have been made for proposed streets, alleys and public ways, utilities and other improvements that are consistent with the city's current ordinances, standards and plans, and Public Health and/or Washington State Department of Transportation standards and plans, where applicable.

Finding: The proposed land division includes frontage improvements to SE 19th Street and SE Maxon Road and includes a new internal street (SE 20th Circle). The future residences will be required to connect to the city's water and sanitary sewer systems. The applicant proposal, as discussed in the engineering section of this report, will meet the above-noted requirements as conditioned. Public Health requirements are noted in this report and made a condition of approval.

Open space and dedications

Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for open space, parks, schools, dedications, easements and reservations.

Finding: Provisions for the acquisition and maintenance of open space, parks and schools will be provided with the payment of school and park impact fees, paid upon the issuance building permits. The proposal open space areas for the preservation of Oregon White Oaks on the site. Any required dedications, easements or reservations are required to be shown on the final plat.

Physical characteristics

The design of the proposed short subdivision or subdivision-site has taken into consideration the physical features of the site, including but not limited to topography, soil conditions, susceptibility to flooding, inundation or swamp conditions, steep slopes or unique natural features such as wildlife habitat or wetlands.

Finding: The physical characteristics of the site have been considered in the design of the subdivision as documented in this report.

Re-platting of existing subdivisions

When re-platting an existing subdivision, the short subdivision or subdivision shall comply with all the terms and conditions of the existing subdivision's conditions of approval.

Finding: No subdivision terms or conditions are known that impact the proposal.

Compliance with all requirements of this title

The proposed short subdivision or subdivision complies with all applicable requirements of this title unless modified through the approval.

Finding: The applicable requirements of Title 20 are addressed in this report and have been met or will be met with conditions of approval.

Compliance with state requirements

That the proposed short subdivision or subdivision complies with the requirements of RCW 58.17.110.

Finding: The Comprehensive Plan identifies goals and policies that are implemented through the city's Land Use and Development Code. They guide development in the City of Vancouver for the benefit of the public health, safety, and general welfare. The proposed plat complies with these requirements by providing new housing units at the density anticipated by the zoning code, by providing the necessary infrastructure to serve the development, the payment of impact fees for schools, parks, and transportation, and by demonstrating that applicable laws can be complied with as conditioned; therefore, the public interest should be served by the proposed plat.

The proposed plat will assist in the expansion of the city's housing supply; it will facilitate development in an area that is largely developed and has urban services; it will implement city goals promoting development while limiting urban sprawl.

Evergreen Public Schools received notification of the proposed development to assist in the forecasting growth within each school. The letter indicated that bus service is provided for the site. Any additional bus stop locations will be determined by the school district. A letter from Evergreen Public Schools regarding bussing is included as Exhibit D.

This project complies with RCW 58.17.110.

Narrow Lot Additional Criteria

Land divisions which contain one or more residential lots having a width of less than 40 feet shall meet additional criteria of VMC 20.927.030 A, B and C.

Finding: The proposed development includes lots less than 40 feet in width, the narrow lot criteria are addressed with this report.

Street improvement standards

All proposed streets and street improvements shall comply with the provisions of Title 11 and approved transportation standards details on file with the Transportation Department.

Finding: As stated in the Transportation section of this report, street improvements will comply with the provisions of Title 11, subject to the conditions of approval.

Blocks

The length, width and shape of blocks shall be designed with due regard to providing adequate building sites for the use contemplated; consideration of the needs for convenient access, circulation, and control; safety of motor vehicular, bicycle and pedestrian traffic; and recognition of limitations and opportunities of topography.

Sizes of blocks

Blocks shall not exceed 1,300 feet in length between street lines, except blocks adjacent to arterial streets or unless a previous adjacent layout or topographical conditions justify variation. The recommended minimum distance between intersections of arterial streets is 1,800 feet. Minimum length of a block shall not be less than 180 feet.

Finding: The proposed block complies with the above standards.

Easements for utility lines

Easements for sewers, drainage, water lines, electric lines or other public use utilities shall be provided. The size and location of the easement shall be reviewed and approved by the appropriate utility provider.

Finding: All water, storm and sanitary sewer lines constructed within the public right of way do not require easements. However, if these lines, hydrants, water meters or other utilities are constructed outside the public right of way, dedication or easements will be required prior to final plat approval.

Watercourses

If a subdivision is traversed by a watercourse such as a drainage way, channel or stream, there shall be provided a stormwater easement for the width of the watercourse plus 15 feet on each side of the watercourse. Streets or parkways parallel to a major watercourse may be required.

Finding: No watercourse traverses the property.

Pedestrian/bicycle ways in and through residential subdivisions

In blocks over 800 feet in length, a pedestrian/bicycle way with a minimum width of 16 feet shall be required through the middle of the block when required by the transportation manager for public convenience and safety; 12 feet of the 16-foot corridor shall be paved in a durable material. If unusual conditions require blocks longer than 1,200 feet in length, two pedestrian/bicycle ways shall be required. When required by the transportation manager for public convenience and safety, pedestrian ways shall be required to connect cul-de-sacs or to pass through unusually shaped lots.

Finding: No blocks are being created over 800 feet in length by this subdivision.

Flag lots

Flag lots may be permitted, provided that the minimum width of the flag stem is 15 feet for a single lot and 20 feet for a shared flag access, and it is in compliance with fire access standards contained in VMC 16.04.150. No more than four lots may be accessed from a single flag stem. A private maintenance agreement shall be recorded for driveways which serve more than one lot.

Finding: No flag lots are proposed.

Lot side lines

Side lines, as far as practical, shall run at right angles to the street on which the lot faces.

Finding: Side lot lines, as far as practical, run at right angles to the adjacent street.

Lot frontage. With the exception of flag lots, all lots shall abut on a public or private street with a minimum frontage of not less than 20 feet.

Finding: Each lot will have 20 feet or more of frontage.

Parks and playgrounds. The review authority shall see that appropriate provision is made for parks and playgrounds to serve the proposed subdivision.

Finding: Park impact fees assessed for the future residences are to be used for the acquisition of new parklands and improvements to existing parks.

Narrow lot land divisions. Land divisions which contain one or more residential lots having a width of less than 40 feet shall meet the development standards of VMC 20.927.040.

Finding: The development includes lots having a width of less than 40 feet, the narrow lot criteria of 20.927.040 are addressed within this report.

Existing trees. All subdivision developments shall comply with the tree and vegetation management provisions contained in Chapter 20.770 VMC Tree Conservation.

Finding: The proposal complies with the tree conservation ordinance, as noted in the tree conservation section of this report.

Conclusion: The proposal complies with the subdivision development standards as conditioned.

20.410.030-1 Lower-Density Residential Districts Use Table

Finding: Per Table 20.410.030-1, detached single-family dwellings are a permitted use in the R-17 zoning district provided the minimum required residential density is met, on an overall project basis.

Conclusion: The proposal complies with the use restrictions of the R-17 zone. Minimum and maximum densities are addressed within this report.

20.410.040 Minimum and Maximum Densities

Finding: The maximum density in the R-17 zone is 21.8 units per acre and the minimum density is 8.8 units per acre. The proposed 46-lot subdivision meets minimum and maximum allowed density.

Zone	Net Site Area	Minimum Units Allowed	Maximum Units Allowed
R-17	3.19 acres	28	69

20.410.050 Development Standards

Development standards. Development standards in low-density residential zoning districts are contained in Table 20.410.050-1. These apply to all primary dwellings and accessory buildings on the site. For additional regulations governing accessory buildings, see Chapter 20.902 VMC.

1. *Additional standards within R-6, R-9, and R-17 Zoning Districts.* The following standards are in addition to the requirements in Table 20.410.050-1:

a. *Garages.* The width of the garage door facing the street may be up to 50 percent of the width of the street-facing building façade or 10 feet in length, whichever is greater. Garage limitations do not apply to residential development accessed through rear alleys, or where the garage is located in the rear of the lot.

Finding: Detailed review of this requirement will be completed at building permit review.

b. *Main Entrances.* Main entrances shall be visible from the street and must have a porch or entry, and face the street or be oriented at an angle of not more than 45 degrees from the street-facing façade. Corner lot homes may face either street.

Finding: Detailed review of this requirement will be completed at building permit review.

c. *Front Façade Variety.* Duplicative front façades of detached single-family structures facing the same street are prohibited. Sufficient differences can be achieved through meeting at least three of the following design features:

- i. Varied or staggered front setbacks, with variations of at least five feet;
- ii. Different building heights, with the two heights varying by at least five feet;
- iii. Varied rooflines such as hipped or pitched roofs;
- iv. Different window opening locations and designs;
- v. Different garage location, configuration, and design.

Finding: Detailed review of this requirement will be completed at building permit review.

d. *Alleys.* Where alleys are present, all garages and on-site parking shall be accessible from the alley. In R-17 zones, single-family residential developments shall utilize rear alley loading as follows:

- i. Alleys shall be required for developments on sites of four acres or larger where the proposed average new lot size is less than 3,000 square feet unless the application demonstrates and the planning official agrees that alleys are unfeasible due to significant site constraints such as significant variations in topography, irregular site shape, or presence of natural resource constraints.
- ii. Alleys are encouraged in all other cases.

Finding: The site is less than four acres. No alleys are proposed as part of this application. The applicant's narrative states that due to the steep grade of the site, alleys are infeasible at this site. Staff agrees that the slopes in addition to the Oregon White Oaks on the site make alleys infeasible at this location.

e. *Compliance with Narrow Lot Development Standards.* Developments within the R-17 zoning district shall be subject to Chapter [20.927](#) VMC, Narrow Lot Developments, with the exception of VMC [20.927.040\(A\)\(6\)\(d\)](#) garage width standards.

Finding: The narrow lot development standards are addressed withing this report.

f. *Location and configuration of driveways.* Driveways shall be located to preserve space for on-street parking by meeting one of the following requirements:

- i. For housing units or developments on corner lots, off-street parking areas shall be accessed on the back façade or located in the rear yard. No off-street parking shall be allowed in the front yard or side yard.
- ii. Driveways providing access to the front façade must be consolidated for adjacent dwellings.
- iii. Consolidated driveways shall be tapered (i.e., narrower where they connect to the street and wider at the back of the driveway) to minimize the width of curb cuts and to enhance pedestrian safety.
- iv. Individual driveways must be separated by at least 20 feet as measured from the edge of the driveway apron.

Finding: Detailed review of this requirement will be completed at building permit review.

g. *Solid Waste Provisions.* The development application shall include a plan for access for solid waste and recycling collection service, indicating common or individual unit collection points with demonstrated access and turning space for solid waste vehicles.

Finding: Solid waste is addressed within VMC 20.927 of this report.

20.410.050-1 Development Standards in Lower-density Residential Zones

Standard	R-17	Proposal
Minimum Lot Size	2,000 sf	2,167 ¹ sf
Maximum Average Lot Size	5,000 sf	2,730 sf
Maximum Lot Coverage*	65%	65%
Minimum Lot Width	25'	25.5'
Minimum Lot Depth	65'	85'

<i>Minimum Setbacks</i>		
Front yard*	10' ⁶	10'
Rear and through yards *	5'	5'
Side yard*	0' ¹ /5' ²	5'
Street side yard*	8'	8'
Garage/Carport from public/private street right of way or sidewalk easement*	18'	18'
Garage/Carport from alley*	5'	18'
Maximum Height*	35'	35'
Minimum Landscaping Requirement* (percentage of total net area)	10%	10%

¹ Subject to VMC 20.910.050

² For each additional 10 feet of building height, or fraction thereof, over 25 feet, add two feet to the setback to a maximum of 10 feet on each side or rear yard.

*Verified for compliance during individual site building permit review

Finding: The proposed lots comply with the above standards. Development standards for the future dwellings will be reviewed at the time of building permit application.

20.710 Archaeological Resource Protection

Finding: This project is located within an area of high probability for the discovery of archaeological resources; therefore, a predetermination was required as part of the application. The applicant sent the report directly to the Department of Archaeology and Historic Preservation. DAHP recommended that an inadvertent discovery plan (IDP) be put in place prior to ground disturbance. **Prior to civil plan approval, submit an IDP.** Additionally, if any cultural or historical resources are discovered during construction activity, construction shall cease until a qualified archaeologist assesses the find. **Prior to final civil and plat approval, a note shall be added to the plans and plat stating: "In the event that archaeological deposits are encountered during construction, work shall be halted immediately and the City of Vancouver's Community Development Department and the Washington State Department of Archaeology and Historic Preservation shall be notified in order for the findings to be investigated and assessed by a professional archaeologist."**

Conclusion: The proposal complies with the archaeological resource protection ordinance as conditioned.

20.740 Critical Areas

Finding: The subject site contains Oregon White Oaks and potential wetlands which are regulated under the city's critical areas ordinance as geologic hazard areas. The applicant has provided a critical areas report (Exhibit Q) and bank use plan (Exhibit R) as part of the

application. These reports have been reviewed by the Clark County Wetland and Habitat Review manager.

The critical areas report and the city's consulting biologist agree that there are no wetlands on-site.

Any activity subject to this Chapter, unless otherwise provided for in this Chapter, shall be reviewed and approved, approved with conditions, or denied based on the proposal's ability to comply with all of the following criteria. The city may condition the proposed activity as necessary to mitigate impacts to critical areas and their buffers and to conform to the standards required by this Chapter. Activities shall protect the functions of the critical areas and buffers on the site.

- A. Avoid Impacts. *The applicant shall first seek to avoid all impacts that degrade the functions and values of a critical area. This may necessitate redesign of the proposal.*

Finding: The proposed application retains seven of the existing eight oak trees on-site. The oak tree to be removed is within the proposed roadway necessary to serve the site.

- B. Minimize Impacts. *Where avoidance is not feasible, the applicant shall minimize the impact of the activity and mitigate to the extent necessary to achieve the activity's purpose and the purpose of this ordinance. The applicant shall seek to minimize the fragmentation of the resource to the greatest extent possible.*

Finding: The applicant states that the site has been redesigned to minimize impacts through sidewalk and home placement.

- C. Compensatory Mitigation. *The applicant shall compensate for unavoidable impacts by replacing each of the affected functions to the extent feasible. The compensatory mitigation shall be designed to achieve the functions as soon as practicable. Compensatory mitigation shall be in-kind and on-site, when feasible, and sufficient to maintain the functions of the critical area, and to prevent risk from a hazard posed by a critical area to a development or by a development to a critical area.*

Finding: The applicant proposes to purchase 0.09 bank credits at the Terrace Oak Bank in addition to on-site enhancement of existing oak habitat.

- D. No Net Loss. *The proposal protects the critical area functions and values and results in no net loss of critical area functions and values.*

Finding: Retention of existing oaks on-site in addition to on-site enhancement and the purchase of oak bank credits ensure no net loss.

- E. Consistency with General Purposes. *The proposal is consistent with the general purposes of this Chapter and does not pose a significant threat to public health, safety, or welfare on or off the development site.*

Finding: Based on the minimization of impacts and required mitigation, the proposal is consistent with the general purpose of maintaining and enhancing wildlife habitat and does not pose a significant threat to public health, safety, or welfare on or off the development site.

- F. Performance Standards. *The proposal meets the specific performance standards of VMC 20.740 for Fish and Wildlife Habitat Conservation Areas and Wetlands.*

Finding: Per the review by the Clark County Wetland and Habitat Review manager, the proposal is found to comply with the performance standards for habitat and wetlands subject to the conditions below.

Following Washington Fish and Wildlife best management practices for Oregon White Oaks, project is proposing to remove a 20-inch Oregon White Oak which would require replanting of 150 Oregon White Oaks back on-site.

Prior to final plat, oak mitigation bank credits shall be purchased (0.09). A financial assurance shall be provided for the proposed enhancement if the mitigation cannot be completed prior to recording; and

Prior to final plat, a conservation covenant protecting Oregon White Oak Woodland functions and values in a form approved by the City Attorney shall be recorded.

Conclusion: The proposal complies with the requirements of the critical areas ordinance as conditioned.

20.770 Tree Conservation

Finding: Urban Forestry reviewed the application for compliance with tree conservation standards. Based on the site area of 3.24 acres, a minimum of 97 trees units are required. The tree plan shows that 120.5 tree units will be provided on-site through retention and plantings. This meets the minimum tree density requirement of 30 tree units per acre.

Finding: Prior to civil approval, show tree protection fencing on Grading Plan for on-site and off-site trees.

Prior to civil approval, add this note to the final plat, "Development within this subdivision is subject to an approved tree plan. Tree removal is subject to approval by the City of Vancouver. Street trees must be planted prior to occupancy per the approved plan".

20.790 SEPA

Finding: The applicant submitted an environmental checklist for review. Staff issued a Notice of Application and optional SEPA Determination of Nonsignificance (DNS) March 14, 2024 (Exhibit S). Comments were received from Ecology (Exhibit I), WDFW (Exhibit G) and neighbors (Exhibit U) during the 30-day public comment period. A final Notice Determination of Nonsignificance (DNS) was issued April 18, 2024 (Exhibit T). The SEPA appeal period ended May 2, 2024. No appeals were received.

Additional Development Standards

20.915 Impact Fees

Finding: This project is subject to park, transportation and school impact fees. For a single-family residential subdivision, a per-lot impact fee shall be calculated at the time of preliminary plat approval, **noted on the face of the final plat**, and imposed on a per-lot basis at the time of individual building permit issuance.

Fee Type	Fee per new single-family dwelling
Park District B	\$5,232.00
Evergreen School District	\$6,432.00
Traffic Impact – Cascade Subarea	\$2,735.70

20.925 Landscaping

Finding: Street trees are required for all projects fronting on a public street or private street. Street trees shall be between 20-30 feet on center depending on conflicts such as streetlights. Street trees shall not be more than 30 feet on center. Street trees shall not be closer than 15 feet to streetlights.

The project as proposed does not meet street tree requirement nor narrow lot requirements under 20.927 for required street trees. **Prior to civil approval, make design adjustments to meet street tree requirement by narrowing driveways at curb to 10-12 feet or notching driveways to allow for additional street trees where there are not street trees. Street trees shall be five feet from center of water meters and five feet from driveways.**

Prior to civil approval, include this note on plans:

Trees and Shrubs in Sight Distance Triangles:

All shrubs within sight distance triangles shall be maintained so that foliage height above pavement does not exceed 2.5 feet. Street trees within sight distance triangles shall be limbed up to a height of 10 feet consistent with ANSI A300 standards to provide for sight distance visibility.

20.927 Narrow Lot Development

Finding: Forty five of the 46 single-family lots in this subdivision are less than 40 feet in width which requires adherence to the narrow lot development chapter. The purpose of this chapter is to provide additional standards to eliminate conflicts between the design and location of driveways with utilities, streetlights, fire hydrants, water meters etc.; provide adequate guest parking; and ensure adequate access for solid waste collection vehicles eliminating conflicts with frontage requirements.

20.927.040 Narrow lot Development Standards

- *On and off-site improvements plan required.*

Finding: The applicant has submitted a narrow lot plan showing street trees, fire hydrants etc. have been located and designed to minimize conflicts with one another. **Prior to final civil plan approval, the development plan shall be revised to show on-street parking.**

- *Standards for guest parking in common areas.*

Finding: Adequate guest parking shall be provided. At least one guest parking space for every three narrow lots in the development shall be provided. With 45 narrow lots, a minimum of 15 guest parking spaces are required. These spaces may be located on-street or in common parking areas. The proposed plan includes on-street parking along the site's frontage of SE Maxon Road and along SE 19th Street in front of Tract B that total 17 parking spaces.

- *Standards for Solid Waste and recycling access and collection.*

Finding: Collection pick up area are shown on the development plan for solid waste collection.

20.945 Parking

Finding: Each new single-family residence will require one off-street parking space. The space must be a minimum 9 feet wide by 17 feet deep, paved and located outside the minimum setbacks. Each lot will be reviewed for compliance with this requirement at the time of building permit review.

As discussed in the narrow lot section of this report, 17 guest parking spaces have been provided in compliance with the narrow lot ordinance requirement of one guest parking space per three narrow lots. These guest parking spaces are on-street.

11.04 Transportation – Street Numbering and Naming

Finding: The applicant is proposing a 46-lot subdivision utilizing the narrow lot development standards for the construction of single-family detached zero lot line homes. The project is located at the southeast corner of SE 19th Street and Maxon Road. The site address is 11101 and 11117 SE 19th Street. There are two existing single-family homes on the site that will be demolished. Access to the lots will be by way of direct access to SE 19th Street, Maxon Road, and a new public dead-end cul-de-sac that will extend from Maxon Road.

Per the standards and requirements for street naming provided in VMC 11.04, the new public dead-end cul-de-sac that will extend eastward from Maxon Road shall be named SE 20th Circle.

Conclusion: The proposed development meets the requirements of VMC 11.04 as conditioned.

11.70 Transportation – Concurrency

Finding: The applicant is proposing a 46-lot subdivision utilizing the narrow lot development standards for the construction of single-family detached zero lot line homes. The project is located at the southeast corner of SE 19th Street and Maxon Road. The site address is 11101 and 11117 SE 19th Street. There are two existing single-family homes on the site that will be demolished. Access to the lots will be by way of direct access

to SE 19th Street, Maxon Road, and a new public dead-end cul-de-sac that will extend from Maxon Road.

The applicant submitted a Transportation Analysis report, dated Sept. 18, 2023, from Lancaster Mobley. The report included trip generation, trip distribution, sight distance analysis, and turn-lane warrant analysis. Trip generation rates in the TIA were based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, utilizing Land Use Code 210 (Single-Family Detached Housing). Based on this information, the proposed project will generate 450 new average daily trips, including 33 new a.m. peak hour trips and 45 new p.m. peak hour trips.

The proposed use is located within the 114 Transportation Analysis Zone. The proposed project contributes p.m. peak hour trips to the following Transportation Management Zones:

Corridor Name	Corridor Limit	PM Peak Trips
Mill Plain Blvd.	Andresen Road to I-205	5
Mill Plain Blvd.	I-205 to 136 th Ave.	8
Mill Plain Blvd.	136 th Ave. to 164 th Ave.	3
Mill Plain Blvd.	164 th Ave. to 192 nd Ave.	2
Andresen Road	Mill Plain Blvd. to SR-500	1
112 th Avenue	Mill Plain Blvd. to 28 th Street	4
112 th Avenue	28 th Street to 51 st Street	3
164 th /162 nd Avenue	SR 14 to SE 1 st St.	1
NE 18 th Street	138 th Avenue to 162 nd Avenue	2
136 th / 137 th Ave.	Mill Plain Blvd. to NE 28 th St.	3

Based on the above table, **prior to the issuance of civil plan approval, the applicant shall pay concurrency modeling fees totaling \$1,500.** Pursuant to the applicant's information, the project will not distribute trips to any other Transportation Management Zones.

The applicant's traffic analysis provides distribution of trips used to establish the proportionate share contribution towards off-site traffic mitigation projects pursuant to VMC 11.80.080(C). A list of the intersection(s) slated for proportionate share contributions is as follows:

Proportionate Share Project Name	Fee Rate	Number of Trips	Proportionate Share Cost
Leiser / St. Helens / MacArthur	\$2,000 per PM peak hour trip	1	\$2,000
MacArthur Blvd & Andresen Rd Roundabout	\$2,285 per PM peak hour trip	1	\$2,285
MacArthur Blvd & Devine Rd Roundabout	\$2,226 per PM peak hour trip	1	\$2,226
NE 172 nd Ave & NE 18 th St	\$300 per PM peak hour trip	1	\$300

NE 179 th Place & NE 18 th St	\$900 per PM peak hour trip	1	\$900
NE 187 th Ave & NE 18 th St	\$1,200 per PM peak hour trip	1	\$1,200
Total Proportionate Share Cost			\$8,911

Based on the above table, prior to the issuance of civil plan approval, the applicant shall pay proportionate share fees totaling \$8,911.

Transportation Impact Fees (TIF) are imposed per VMC 20.915. See the section of this staff report addressing VMC 20.915 for calculation of TIF. The submitted documentation fulfills the city's requirements for concurrency analysis.

Conclusion: The proposed development meets the requirements of VMC 11.70 as conditioned.

11.80 Transportation – Street & Development Standards

Finding: The applicant is proposing a 46-lot subdivision utilizing the narrow lot development standards for the construction of single-family detached zero lot line homes. The project is located at the southeast corner of SE 19th Street and Maxon Road. The site address is 11101 and 11117 SE 19th Street. There are two existing single-family homes on the site that will be demolished. Access to the lots will be by way of direct access to SE 19th Street, Maxon Road, and a new public dead-end cul-de-sac that will extend from Maxon Road.

Southeast 19th Street is designated a neighborhood circulator which requires a minimum 54 feet full-width right of way and 36 feet paved street full-width per city standard plan T10-14. The existing road along the property frontage of SE 19th Street includes asphalt roadway only.

Southeast 19th Street received a pavement overlay in July 2020. Pursuant to VMC 11.80.100 B., a street cut prohibition is in effect through July 2025. The applicant proposes to cut the street to install utilities and/or construct the required frontage improvements. To deviate from the 5-year street-cut moratorium, this proposed work requires a minor road modification pursuant to VMC 11.80.160. The applicant has submitted a minor road modification request for the proposed work and Transportation staff has reviewed and approved the request. **Prior to civil plan approval, the applicant must include the City of Vancouver standard advanced pavement restoration requirements on the civil drawings. Prior to final plat approval, the applicant shall comply with all requirements set forth on the civil drawings pursuant to the minor road modification approval.**

Prior to final plat approval, the applicant shall provide the following improvements to SE 19th Street, per City of Vancouver standards:

- **Dedicate additional right of way if/as necessary to obtain the full 54-foot right of way width, per T10-14.**

- **Install additional pavement width as necessary to obtain the full 36-foot street width, per T10-14.**
- **Install curb, gutter, planter strip, and detached sidewalk, per T10-14.**
- **Install driveway approaches, per the appropriate standard.**
- **Remove the existing temporary asphalt ADA ramp at the east property line and connect the new sidewalk to the existing sidewalk at this location.**
- **Street lighting must be installed or upgraded to current standards, see street lighting comments below.**
- **Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.**

Southeast Maxon Road is designated a local access street which requires a minimum 25 feet half-width right of way and 14 feet paved street half-width per city standard plan T10-15B. The street standard also requires the street to be built with vertical curb, detached 5-foot sidewalk, and 5-foot planter strip. The existing road along the property frontage of SE Maxon Road includes asphalt roadway only.

The applicant has submitted a request for a road modification for the south end of Maxon Road to allow rolled curbing, 5-foot curb-tight attached sidewalk, and a 5.5-foot planter strip behind the sidewalk. These improvements would be constructed on the side of the street fronting the subdivision. The other side of the street has no frontage on the subdivision and would remain undeveloped. This modification would apply from the bend in the road up to and including the cul-de-sac at the end of the road, a total street length of approximately 500 feet. **This road modification request has been reviewed and approved by city staff.**

Per VMC 11.80.110.B(1), driveways providing access to non-arterial streets must be spaced a minimum of five feet from the nearest property line. The applicant has submitted a request for a road modification to allow driveways in this narrow-lot subdivision to be located approximately 1.5 feet from the property line. **This road modification request has been reviewed and approved by city staff.**

The applicant has submitted a petition to vacate a portion of the Maxon Road right of way. The proposed vacation area is located along the south end of the existing road and is part of a WSDOT turn-back agreement and deed from 1975. This right of way vacation area directly impacts 17 of the proposed lots in this subdivision. As currently configured, the subdivision cannot be approved or completed until City Council issues without the successful vacation of the right of way area. **Prior to the issuance of civil plan approval, the applicant must obtain the final right of way vacation ordinance from City Council. The following comments regarding Maxon Road are made with the assumption that the right of way vacation is successful, and the subdivision moves forward as currently configured.**

Prior to final plat approval, the applicant shall provide the following improvements to SE Maxon Road, per City of Vancouver standards:

- **Dedicate additional right of way if/as necessary to obtain the required 25-foot right of way half-width, per T10-15B.**

- Install additional pavement width as necessary to obtain the required 14-foot street half-width, per T10-15B.
- From SE 19th Street to the south end of the property where Maxon Road bends to the east (a distance of approximately 350 feet), the developer must install standard curb, gutter, planter strip, and detached sidewalk, per T10-15B. (It will be allowable to install curb-tight attached sidewalk where necessary to protect existing trees.)
- From the bend to the cul-de-sac at the end of the road (a distance of approximately 500 feet), the developer must install rolled curbing, 5-foot curb-tight attached sidewalk, and a 5.5-foot planter strip behind the sidewalk, per applicable city standards and the approved road modification. The attached sidewalk must be thickened to six inches, minimum.
- If the resulting total paved street width is less than 28 feet, 'No Parking – Fire Lane' signs must be installed on both sides of the street. If the resulting total street width is 28 feet or greater, the parking restriction signs must be posted only on one side of the street.
- Install a standard curb return and diagonal ADA pedestrian ramp (T02-04B) at the corner of Maxon Road and SE 19th Street, per the appropriate standards. The radius of the curb return must be 25 feet.
- Street lighting must be installed or upgraded to current standards, see street lighting comments below.
- Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

Southeast 20th Circle is designated a Loop/Cul-De Sac street, which typically requires a minimum 50 feet full-width right of way and 28 feet paved street width, per city standard plan T10-16. The street standard also requires both sides of the street to be built with vertical curb, detached 5-foot sidewalk, and 5-foot planter strip. The applicant has submitted a request for a road modification to construct both sides of the street with rolled curbing, 5-foot curb-tight attached sidewalk, and a 5.5-foot planter strip behind the sidewalk. **This road modification request has been reviewed and approved by city staff.**

Per VMC 11.80.110.B(1), driveways providing access to non-arterial streets must be spaced a minimum of five feet from the nearest property line. The applicant has submitted a request for a road modification to allow driveways in this narrow-lot subdivision to be located approximately 1.5 feet from the property line. **This road modification request has been reviewed and approved by city staff.**

Prior to final plat approval, the applicant shall provide the following improvements to SE 20th Circle, per City of Vancouver standards:

- Dedicate 50 feet of right of way and install an asphalt street with 28-foot paved width. Install rolled curb and gutter, and 5-foot curb-tight attached sidewalk on both sides of the street, per the applicable city standards and the conditions of the approved road modification. The attached sidewalk must be thickened to six inches, minimum. Also, the 28-foot pavement width must be measured to the gutter flowline, not the top of curb.
- Construct a new intersection on Maxon Road with 20-foot curb return radii and standard directional ADA ramps, per the applicable city standards.

- **Install ‘No Parking – Fire Lane’ signs at appropriate spacing along one side of the street.**
- **Construct a standard cul-de-sac with 35-foot radius, measured to the gutter flowline, per the applicable city standards.**
- **Street lighting must be installed or upgraded to current standards, see street lighting comments below.**
- **Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.**

Street lighting is required on private streets per VMC 11.80.050(L) and public streets per VMC 11.80.090. Lighting on private roads shall have its own meter to bill the private road owners and the lights shall be maintained by private road owners. Any substandard street lighting shall be required to be upgraded to current city standards as part of this project. A street light analysis plan for the right of way is required if existing lighting exceeds maximum spacing requirements per T21-01A and development doesn't propose addition lighting. Lighting shall be installed/updated to design standards T21-01A through T21-01D. In new development, if the lighting proposal doesn't exceed city maximum spacing requirements per T21-01A standard, then photometrics are not required.

When required, photometrics shall be analyzed in zones. Zones for each direction of travel of a straight roadway are done in luminance method. Intersections, sidewalks, and curved roadway sections are their own zones and done in illuminance. Average maintained luminance is measured in candela per square meter. Veiling luminance shall be shown. Average maintained illuminance is measured in foot-candles. Stationing is a required item on the lighting plans.

IES files for lighting software can be obtained from lighting manufacturer. Use lighting materials from the City of Vancouver approved material list. New lights will be LED and fixture shall be chosen from approved materials list.

Any new or existing lights that are within 10 feet of primary power and/neutral lines, will require the developer to raise the power lines. The developer will need to work with Clark Public Utilities for requirements and costs. Moving existing streetlights will require the applicant to meet NEC standards and T21-18A, B, C, D and E shall be required.

Conclusion: The proposed development meets the requirements of VMC 11.80 as conditioned.

14.04 Water

Finding: There is an existing 6-inch Ductile Iron (DI) water main in SE 19th Street and an 8-inch DI main in SE 113th Court.

The applicant is proposing to connect an 8-inch ZDI main to the existing 6-inch DI water main in SE 19th Street. Extending the new 8-inch ZDI water main south then east in SE Maxon Road. Near the southeast property corner of parcel 113125000, they will connect an 8-inch ZDI water main to the proposed 8-inch ZDI main in SE Maxon Road.

Extending the new 8-inch ZDI main north along the eastern side of the project, connecting to the existing 8-inch DI water main in SE 113th Court.

Additional requirements may be outlined during the detailed site plan review process, meeting the water requirements as detailed in the *General Requirements & Details for the Design and Construction of Water, Sanitary Sewer and Surface Water Systems* (latest revision).

Conclusion: The submitted plans indicate the requirements can be met.

14.06 Sanitary Sewer

Finding: Exiting public sewers front the site in SE 19th Street. Depths are adequate to provide gravity service to fronting lots. Depths are not adequate for gravity service to the proposed remaining lots. Sewer main fees are not owing. A single unserved parcel is located just beyond the proposal at the east end of Maxon Road.

Developments are required to construct public sewers to the site and across frontages (VMC 14.04.280). In this case public sewer construction is required across the frontages and through the site. The design requires a short public gravity sewer south in Maxon Road and construction of two separate shared public pressure sewers. Each lot requires a separate service lateral located at the front (VMC 14.08.050 & 14.16.010). In this case the design requires gravity laterals for lots fronting SE 19th Street and private pump systems for the remaining lots. Private pumps are required to be suitable for discharge to shared public pressure sewer system. Private pumps and other private on-site sewers are governed by the plumbing code.

The application was reviewed for sanitary sewer in November 2023. Sanitary sewers are mentioned on pages 3 and 16 of the application narrative. Sections acknowledge the need for shared public pressure sewers and private pumps. A preliminary utility plan is included as Sheet 6 of the drawings. The plan shows gravity laterals to SE 19th Street and a single shared public pressure sewer. The proposal generally satisfies construction and service requirements. Design modifications are required during the civil review process.

Conditions

(Prior to Civil Plan Approval)

Approved civil plans shall include specific sanitary sewer design features including (at a minimum) notes identify lots that require minimum finish floor elevations for full gravity service, construction of public gravity sewer south in Maxon Road, lining (sealing) of new and existing manholes, two separate shared public pressure sewers, notes specifying private pump requirements, and provisions for the lot at the east end of Maxon Road.

Complete the sanitary sewer design on the civil drawings. Prepare according to Vancouver's current General Requirements and Details for Design and Construction. Address redline comments and submit the final design for civil plan approval.

(During Construction)

Construct new public sanitary sewers and service laterals as shown on the approved civil plans. Satisfy construction services inspection and testing requirements and secure construction acceptance. Satisfy submittal and other requirements itemized in the Notifications of Civil Plan Approval and secure final civil project acceptance.

(Prior to Final Plat)

Identify lots that require minimum required finish floor elevations for gravity service and cite the civil record drawings for elevation requirements.

Identify lots that require private pump systems for public sanitary sewer service and cite the civil record drawings for private pump requirements.

Sanitary Sewer Conclusions: The applicant has demonstrated the standards for public sewer can be met as conditioned.

14.24 Erosion Control

Finding: The majority of the 3.4-acre site will be disturbed during construction and the requirements of the ordinance apply. The site slopes moderately to the south and the main threat of erosion will be from the potential of sediment laden runoff from disturbed slope areas, wind erosion and construction vehicles tracking sediment on to adjacent roadways. The applicant has submitted preliminary erosion control plans and has demonstrated the requirements of the ordinance can be met for the project. A final erosion/sediment control plan and a stormwater pollution prevention plan (SWPPP) shall be submitted for civil review.

14.25 Stormwater

Finding: The proposed project will create over 2.3-acres of hard surfaces and the requirements of the ordinance apply. The project will use infiltration to dispose of runoff after it has been treated by approved runoff treatment best management practices (BMP). Soils investigations by the applicant have shown that the site is suitable for infiltration. The applicant has submitted preliminary stormwater plans and a preliminary stormwater report and has demonstrated that the requirements of the ordinance can be met for the project. A final stormwater plan and a final stormwater report shall be submitted for civil review.

14.26 Water Resource Protection

Finding: The proposed project site is located in a Critical Aquifer Recharge Area (CARA). Minimum Standards in VMC 14.26.120 are applicable to all sites within the City of Vancouver.

Fire Title 16

Finding: The fire department has determined the requirements of Vancouver Municipal Code can be met through the permit review process and with adherence to any conditions identified.

Building Title 17

Finding: 17.08.090 a building department plan review and permit will be required for this project. Building shall comply with the applicable codes listed in 17.08.010 in effect at the time of building permit application. A complete building code review of plans is not performed during site plan review. Filing of building permit application with required fees and review material is required for a complete building code review. At this time, plans and information necessary to verify compliance with all applicable building code provisions is neither required nor provided.

Finding: Plans provided propose to construct 46 detached single-family residential lots on 3.24 acres with zero lot line development standards.

Finding: Single-Family Dwelling: Per IRC R302, exterior walls, opening, penetrations and projections shall be as per Table R302.1(1) or if equipped with fire sprinklers, then Table R302.1(2) shall apply. Eaves may not extend closer than two feet to a property line. No part of the structure including but not limited to siding, trim, gutters, or footings may extend beyond the property lines.

Washington State Codes and Amendments: <http://www.sbccc.wa.gov/sbcccindx.html>. Please note the **2021 I-Codes & WA Amendments anticipated as of March 15, 2023.**

DESIGN REQUIREMENTS

Seismic Design Category D-1, Wind 97 MPH (Vult) Exposure B, Minimum Ground and Roof Snow Load 25 psf, Frost depth 12 inches.

Finding: Demolition (DMO) permits are required to remove structures larger than 120 square feet of any size connected to utilities.

Finding: Separate permits and engineering are required for retaining walls on each individual parcel when over four feet measured from the bottom of the footing to the top of the wall or of any height supporting a surcharge.

Finding: Separate permits are required for all grading.

Prior to final grading, a final summary report by the geotechnical engineer of record shall be prepared and submitted to the City of Vancouver that states that the project soils were prepared in accordance with the governing geotechnical report and construction documents. Provide a current report with lot specific conditions and compaction test results by final grading.

Please send to planreview@cityofvancouver.us.

Finding: The proposed site plan appears acceptable for building codes related issues and accessibility issues; however, a complete building plan review will be required to determine final compliance.

Conclusion: As submitted the project can be reviewed for building code issues related to the site plan. The site plan review process is a separate and distinct process from the building permit process.

As submitted project could be approved for building code requirements pertaining to the site plan.

RECOMMENDATION

Staff hereby recommends the Hearing Examiner recommend to City Council approval of the subdivision and zone change with conditions as noted below and throughout this report. Based upon the analysis and findings herein, the criteria for approval have been satisfactorily met, or shall be met with the conditions of approval and no significant adverse impacts have been identified. This approval does not grant the right to permits, but only determines the development can meet the requirements of the applicable ordinances as described in this report.

CONDITIONS OF APPROVAL

Prior to civil plan approval

1. Upload the civil plan review set showing all the revisions requested as well as all necessary reports (geotechnical, hydrology, traffic analysis, road modification, etc.). Include a detailed site plan in the civil plan review set. For questions on these requirements please contact 360-487-7804.
2. Grading plan review fees will be due upon submittal of civil plans for review. Contact Permit Center staff at 360-487-7802 to obtain a fee quote.
3. Pay concurrency monitoring fees totaling \$1,500.
4. Pay proportionate share fees totaling \$8,911.
5. Submit an inadvertent discovery plan for discovery of archaeological resources.
6. Place the following note on the grading plans:
"If any archaeological deposits are found during construction, work shall stop and the City of Vancouver's Community Development and the Washington State Department of Archaeology and Historic Preservation shall be notified".
7. Place this note on the Engineering Plans, "Development within this subdivision is subject to an approved tree plan. Tree removal is subject to approval by the City of Vancouver. Street trees must be planted prior to occupancy per the approved plan."
8. Include this note on final landscape plans: "All shrubs within sight distance triangles shall be maintained so that foliage height above pavement does not exceed 2.5 feet. Street trees within sight distance triangles shall be limbed up to a height of 10 feet consistent with ANSI A300 standards to provide for sight distance visibility."
9. Show tree protection fencing on Grading Plan for on-site and off-site trees.
10. Make design adjustments to meet street tree requirement by narrowing driveways at curb to 10-12 feet or notching driveways to allow for additional street trees where there are not street trees. Street trees shall be five feet from center of water meters and five feet from driveways.
11. Revise development plan to show on-street parking in accordance with narrow lot standards.
12. The new public dead-end cul-de-sac that will extend eastward from Maxon Road shall be named SE 20th Circle.
13. include the City of Vancouver standard advanced pavement restoration requirements on the civil drawings.

14. Approved civil plans shall include specific sanitary sewer design features including (at a minimum) notes identify lots that require minimum finish floor elevations for full gravity service, construction of public gravity sewer south in Maxon Road, lining (sealing) of new and existing manholes, two separate shared public pressure sewers, notes specifying private pump requirements, and provisions for the lot at the east end of Maxon Road.
15. Complete the sanitary sewer design on the civil drawings. Prepare according to Vancouver's current General Requirements and Details for Design and Construction. Address redline comments and submit the final design for civil plan approval.
16. New and existing fire hydrant locations related to this project shall be shown.
17. An approved fire response plan shall be included in both the civil plans and the architectural plans.

Prior to or During Construction

18. Comply with the applicable requirements in the letter from Ecology dated April 12, 2024.
19. Comply with the applicable requirements in the letter from Clark County Public Health dated Sept. 18, 2023.
20. Construct new public sanitary sewers and service laterals as shown on the approved civil plans. Satisfy construction services inspection and testing requirements and secure construction acceptance. Satisfy submittal and other requirements itemized in the Notifications of civil plan approval and secure final civil project acceptance.
21. Fire hydrants for emergency use shall be established and maintained accessible.
22. Fire apparatus access roads shall be established and maintained.
23. Site security measures shall be installed to prevent unauthorized access.
24. Temporary street and building address signage shall be visible and legible from the street fronting the property for emergency response during construction.
25. All fire safety provisions of the International Fire Code shall be adhered to.
26. No smoking signage shall be posted throughout the site except in designated smoking areas.
27. Site security shall be maintained to prevent unauthorized access.
28. Consideration for emergency vehicle access shall be taken when staging materials for construction.
29. The general construction manager shall ensure that all requested inspections for fire protection system work is requested by the permit holder and that the systems were pre-tested prior to being scheduled.

Prior to Final Plat Approval

30. Oak Mitigation Bank credits shall be purchased. A financial assurance shall be provided for the proposed enhancement if the mitigation cannot be completed prior to recording.
31. A conservation covenant protecting Oregon White Oak Woodland functions and values in a form approved by the City Attorney shall be recorded.
32. Comply with all requirements set forth on the civil drawings pursuant to the minor road modification approval.

33. Provide the following improvements to SE 19th Street, per City of Vancouver standards:
- a. Dedicate additional right of way if/as necessary to obtain the full 54-foot right of way width, per T10-14.
 - b. Install additional pavement width as necessary to obtain the full 36-foot street width, per T10-14.
 - c. Install curb, gutter, planter strip, and detached sidewalk, per T10-14.
 - d. Install driveway approaches, per the appropriate standard.
 - e. Remove the existing temporary asphalt ADA ramp at the east property line and connect the new sidewalk to the existing sidewalk at this location.
 - f. Street lighting must be installed or upgraded to current standards, see street lighting comments below.
 - g. Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.
34. Provide the following improvements to SE Maxon Road, per City of Vancouver standards:
- h. Dedicate additional right of way if/as necessary to obtain the required 25-foot right of way half-width, per T10-15B.
 - i. Install additional pavement width as necessary to obtain the required 14-foot street half-width, per T10-15B.
 - j. From SE 19th Street to the south end of the property where Maxon Road bends to the east (a distance of approximately 350 feet), the developer must install standard curb, gutter, planter strip, and detached sidewalk, per T10-15B. (It will be allowable to install curb-tight attached sidewalk where necessary to protect existing trees.)
 - k. From the bend to the cul-de-sac at the end of the road (a distance of approximately 500 feet), the developer must install rolled curbing, 5-foot curb-tight attached sidewalk, and a 5.5-foot planter strip behind the sidewalk, per applicable city standards and the approved road modification. The attached sidewalk must be thickened to six inches, minimum.
 - l. If the resulting total paved street width is less than 28 feet, 'No Parking – Fire Lane' signs must be installed on both sides of the street. If the resulting total street width is 28 feet or greater, the parking restriction signs must be posted only on one side of the street.
 - m. Install a standard curb return and diagonal ADA pedestrian ramp (T02-04B) at the corner of Maxon Road and SE 19th Street, per the appropriate standards. The radius of the curb return must be 25 feet.
 - n. Street lighting must be installed or upgraded to current standards, see street lighting comments below.
 - o. Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.
35. Provide the following improvements to SE 20th Circle, per City of Vancouver standards:
- a. Dedicate 50 feet of right of way and install an asphalt street with 28-foot paved width. Install rolled curb and gutter, and 5-foot curb-tight attached sidewalk on both sides of the street, per the applicable city standards and the conditions of the approved road modification. The attached sidewalk

- must be thickened to six inches, minimum. Also, the 28-foot pavement width must be measured to the gutter flowline, not the top of curb.
- b. Construct a new intersection on Maxon Road with 20-foot curb return radii and standard directional ADA ramps, per the applicable city standards.
 - c. Install 'No Parking – Fire Lane' signs at appropriate spacing along one side of the street.
 - d. Construct a standard cul-de-sac with 35-foot radius, measured to the gutter flowline, per the applicable city standards.
 - e. Street lighting must be installed or upgraded to current standards, see street lighting comments below.
 - f. Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.
36. Identify lots that require minimum required finish floor elevations for gravity service and cite the civil record drawings for elevation requirements.
37. Identify lots that require private pump systems for public sanitary sewer service and cite the civil record drawings for private pump requirements.
38. Tracts A and B are to be owned and maintained by the Homeowners Association.
39. Submit a final plat application. Applications can be found under Building, Planning and Environment on the City of Vancouver website, www.cityofvancouver.us.
40. A final summary report by the geotechnical engineer of record shall be prepared and submitted to the City of Vancouver that states that the project soils were prepared in accordance with the governing geotechnical report and construction documents. Provide a current report with lot specific conditions and compaction test results by final grading.

Notes Required on Plat

41. If any archaeological deposits are found during construction, work shall stop, and the City of Vancouver's Community Development and the Washington State Department of Archaeology and Historic Preservation shall be notified.
42. All lots within this plat are subject to a specific tree plan on file with the City of Vancouver. Required trees shall be planted on a per lot basis prior to final occupancy. No tree within the plat shall be removed without a permit.
43. Homeowner Association is responsible for maintenance of all open space tracts listed on this plat.

Prior to Issuance of any Building/Development Permits

44. All required fees, including Transportation, School and Park Impact Fees shall be paid.
45. Building permits shall be subject to the narrow lot development standards of 20.927.040.
46. Building permits shall be subject to the development standards of 20.410.050.B.
47. Street and address signage shall be visible and legible from the street fronting the property for emergency response. If applicable, individual suite numbers shall be posted at the suite doors. Where applicable, apartment building designations shall be visible and legible from all potential fire lane approaches.
48. Required fire lane signage shall be installed.

EXHIBITS

1. Staff Report
 - A. Application
 - B. Applicant Narrative
 - C. Development Plans
 - D. Evergreen School District letter dated Aug. 25, 2023
 - E. SEPA Checklist
 - F. Clark County Public Health letter dated Sept. 18, 2023
 - G. WDFW Comments dated March 27, 2024
 - H. DAHP Email dated April 5, 2024
 - I. Ecology Comments dated April 12, 2024
 - J. Transportation Analysis by Lancaster Mobley dated Sept. 18, 2023**
 - K. TIA summary dated April 30, 2024
 - L. Preliminary Stormwater Report prepared by PLS dated Nov. 2023**
 - M. Geotechnical Report by Earth Engineering, Inc. dated Aug. 11, 2023**
 - N. Road Modification Requests by PLS dated Nov. 7, 2023
 - O. Approved Driveway Spacing Road Modification
 - P. Approved Street Section Road Modification
 - Q. Critical Areas Report by Ecological Land Services dated Oct. 23, 2023**
 - R. Bank Use Plan by Ecological Land Services dated Feb. 22, 2024**
 - S. Notice of Application, Hearing and Option SEPA dated March 14, 2024
 - T. Final DNS dated April 18, 2024
 - U. Public Comment
 - V. Consulting Biologist Review

**Because of the size of the exhibit, it is not included with this report. The document is available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibit.



Planning Permit Application

LAND USE PRELIMINARY APPLICATION (LUP)

415 W 6th ST ~ Vancouver, WA 98660, P.O. Box 1995 ~ Vancouver, WA 98668, Phone (360) 487-7800

Email completed application to plans@cityofvancouver.us

REVIEW TYPE (Check one review and one process type)					
Review Type: ☐ Type I ☐ Type II ☐ Type III ☒ Type IV ☐ Tree Removal Only (nuisance or hazard)					
Process Type: ☒ Standard ☐ Streamline (Type I & II applications only. Pre-submittal Meeting required. By selecting streamline process, applicant waives all land use review timelines in VMC Title 20)					
USE					
☒ Single-Family		☐ Commercial		☐ Multi-family	
		☐ Mixed Use (commercial with multi-family)		☐ Industrial	
☐ Duplex		☐ Wireless Communications Facility (new) see VMC 20.890			
PROJECT INFORMATION					
Site Acres: 3.5		Disturbed Acres:		Zoning: R-9	
				Sewer: ☐ Septic ☐ Public	
				Water: ☐ Well ☐ Public	
Proposed # of Lots: 47		Proposed Dwelling Units: 47			
Non-Residential Bldg. Square Footage:		Ground Floor:		Total of All Upper Floors:	
Hard Surface Area Square Feet - New:		Replacement:		Total:	
PROJECT NAME AND LOCATION					
Proposed project name: 19th Street Terrace					
Project site address: 11101 & 11117 SE 19th Street				Parcel #(s): 113115000, 113116000, 113110000 & 113125000	
PROJECT DESCRIPTION					
(Briefly describe the proposed project. Provide more detail in project narrative)					
47 Narrow Lot Single Family Residential Subdivision with concurrent Zoning Map Amendment, R-9 to R-17					
PRIMARY APPLICANT			CONTACT		
Business Name: Ginn Group LLC			Business Name: PLS Engineering		
Contact Name: Chad Stewart			Contact Name: Travis Johnson		
Address: 502 NE 72nd Street			Address: 604 W Evergreen Blvd		
City/State/Zip: Vancouver, Wa 98665			City/State/Zip: Vancouver, WA 98660		
Phone: (360) 608-6026			Phone: (360) 944-6519		
Email: chad@ginngrp.com			Email: pm@plsengineering.com		
ELECTRONIC PLANS SUBMITTER (required) (responsible for ePlans uploading and correspondence)			OWNER (attached additional sheets for multiple owners)		
Name: PLS Engineering			Name: Michael Buckmeir		
Address: 604 W Evergreen Blvd			Address: 232 Farm Supply Road		
City/State/Zip: Vancouver, WA 98660			City/State/Zip: Lacey Springs, AL 35754		
Email (required): pm@plsengineering.com			Email: mbuckmeir@yahoo.com		
Phone: (360) 944-6519			Phone:		
ONLINE PAYMENT					
Existing ePermits User Name: Projects@ginndevelopment.com				Request an ePermits Account	
REQUIRED SIGNATURES					
As evidenced by my signature below, I/we agree that City of Vancouver staff has my/our full permission to enter upon the subject property at any reasonable time to consider the merits of the application, to take photographs and to post public notices.					
Applicant Signature: <u>Chad Stewart</u>		DocuSigned by:		Date: 10/23/2023	
Property Owner or Owner's Authorized Agent Signature: <u>Michael Buckmeir</u>				Date: 10/23/2023	

LUP APPLICATION SUB TYPES

Please check all applicable applications and information where necessary

☐ Airport Height Overlay District
☒ Archaeological Pre-determination
☐ Binding Site Plan ☐ Conceptual (without Site Plan Review) ☐ Detailed (with Site Plan Review)
☐ Boundary Line Adjustment # of lots to be adjusted:
☐ Comprehensive Plan Amendment (Including Zone Map Amendment with Comp Plan)
☐ Conditional Use Permit ☐ Initial (Type III) (Comm. Centers, Group Meal Service, Shelters) ☐ Major Modification (Type III) ☐ Minor Modification (Type I) Engineering Review Required ☐ Yes ☐ No
☐ Covenant Release
☒ Critical Areas (not used when in Shoreline) Check one → ☒ Duplex/Single Family ☐ All Other Uses Check one → ☒ Permit ☐ Statement of Exemption (No Fee) Check the applicable critical area(s) ☒ Fish & Wildlife (Oregon White Oak) ☐ Frequently Flooded ☐ Geological Hazards ☐ Wetlands ☐ Minor Exception (not common) ☐ Reasonable Use (not common)
☐ Design Review ☐ Exterior Modification Only ☐ All Others
☐ Development Agreement ☐ Initial ☐ Modification ☐ Extension
☐ Historic Preservation ☐ Modification ☐ Registry ☐ Historic Preservation – Special Valuation
☐ Legal Lot Determination # of lots to be reviewed:
☐ Master Plan (Mixed Use) ☐ Public Facilities MP ☐ Conceptual (without Site Plan Review) ☐ Detailed (with Site Plan Review) ☐ Hybrid (Some areas with Site Plan Review)
☐ Planned Development ☐ Commercial ☐ Residential ☐ Mixed Use* *Ground Floor SF: Upper Floor SF:
☐ Plat Alteration
☐ Post Decision Review/Modification (Includes Planned Development/Master Plan Modifications) ☐ Type I ☐ Type II ☐ Type III Engineering Review Required ☐ Yes ☐ No

☒ Road Modification ☒ Minor ☐ Technical ☐ Major Submitted: ☒ Before ☐ After Decision (submitted after decision is not common)
☐ Shoreline Permits ☐ Substantial Development Permit ☐ Shoreline Permit - Statement of Exemption (no fee) ☐ Shoreline Conditional Use ☐ Shoreline Variance
☐ Site Plan Review ☐ Type I ☐ Type II <u>Check Use Type below</u> ☐ Residential ☐ Non-Residential ☐ Qualified Planned Action ☐ Unoccupied Commercial/Utility Structure ☐ Commercial Pad ☐ Land Extensive Stormwater ☐ Yes ☐ No Transportation ☐ Yes ☐ No
☒ State Environmental Policy Act (SEPA) ☐ Check if for Single-Family Residential house (only) ☐ Residential Site Plan Review (SPR) ☐ Grading Only ☐ Subdivision or Planned Development ☐ Non-Project Actions (not common) ☒ All Other (Includes Comm/Indust SPR) (When more than one applies check All Other)
☒ Subdivision/Short Subdivision ☐ Short Subdivision (2-9 lots) ☒ Subdivision (10+ Lots)
☐ Temporary Use ☐ Commercial/Industrial ☐ Unforeseen Emergency ☐ Seasonal Event ☐ Model Home ☐ Sales Office
☒ Tree Plan Enter Tree Plan Level (1 to 7): 5 (Tree Removal for nuisance or hazard tree(s) is Level 3)
☐ Variance ☐ Check if for Single Family Residential house ☐ Type I - # requested: ☐ Type II - # requested: Stormwater ☐ Yes ☐ No Transportation ☐ Yes ☐ No
☒ Zoning Map Amendment (Not involving Comprehensive Plan Amendment)

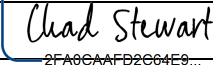
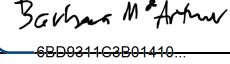


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Review Type: ☐ Type I ☐ Type II ☐ Type III ☒ Type IV ☐ Tree Removal Only (nuisance or hazard)					
Process Type: ☒ Standard ☐ Streamline (Type I & II applications only. Pre-submittal Meeting required. By selecting streamline process, applicant waives all land use review timelines in VMC Title 20)					
USE					
☒ Single-Family		☐ Commercial		☐ Multi-family	
		☐ Mixed Use (commercial with multi-family)		☐ Industrial	
☐ Duplex		☐ Wireless Communications Facility (new) see VMC 20.890			
PROJECT INFORMATION					
Site Acres: 3.5		Disturbed Acres:		Zoning: R-9	
				Sewer: ☐ Septic ☐ Public	
				Water: ☐ Well ☐ Public	
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Non-Residential Bldg. Square Footage:		Ground Floor:		Total of All Upper Floors:	
Hard Surface Area Square Feet - New:		Replacement:		Total:	
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Phone: (360) 608-6026			Phone: (360) 944-6519		
Email: chad@ginngrp.com			Email: pm@plsengineering.com		
ELECTRONIC PLANS SUBMITTER (required)			OWNER		
(responsible for ePlans uploading and correspondence)			(attached additional sheets for multiple owners)		
Name: PLS Engineering			Name: Barbara MacArthur		
Address: 604 W Evergreen Blvd			Address: 11117 SE 19th Street		
City/State/Zip: Vancouver, WA 98660			City/State/Zip: Vancouver, WA 98664		
Email (required): pm@plsengineering.com			Email: cathim1212@gmail.com		
Phone: (360) 944-6519			Phone: (360) 600-7247		
ONLINE PAYMENT					
Existing ePermits User Name: Projects@ginndevelopment.com				Request an ePermits Account	
REQUIRED SIGNATURES					
As evidenced by my signature below, I/we agree that City of Vancouver staff has my/our full permission to enter upon the subject property at any reasonable time to consider the merits of the application, to take photographs and to post public notices.					
Applicant Signature: 			DocuSigned by:		Date: 10/23/2023
Property Owner or Owner's Authorized Agent Signature: 					Date: 10/23/2023

LUP APPLICATION SUB TYPES

Please check all applicable applications and information where necessary

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☐ Boundary Line Adjustment # of lots to be adjusted:
☐ Comprehensive Plan Amendment (Including Zone Map Amendment with Comp Plan)
☐ Conditional Use Permit ☐ Initial (Type III) (Comm. Centers, Group Meal Service, Shelters) ☐ Major Modification (Type III) ☐ Minor Modification (Type I) Engineering Review Required ☐ Yes ☐ No
☐ Covenant Release
☒ Critical Areas (not used when in Shoreline) Check one → ☒ Duplex/Single Family ☐ All Other Uses Check one → ☒ Permit ☐ Statement of Exemption (No Fee) Check the applicable critical area(s) ☒ Fish & Wildlife (Oregon White Oak) ☐ Frequently Flooded ☐ Geological Hazards ☐ Wetlands ☐ Minor Exception (not common) ☐ Reasonable Use (not common)
☐ Design Review ☐ Exterior Modification Only ☐ All Others
☐ Development Agreement ☐ Initial ☐ Modification ☐ Extension
☐ Historic Preservation ☐ Modification ☐ Registry ☐ Historic Preservation – Special Valuation
☐ Legal Lot Determination # of lots to be reviewed:
☐ Master Plan (Mixed Use) ☐ Public Facilities MP ☐ Conceptual (without Site Plan Review) ☐ Detailed (with Site Plan Review) ☐ Hybrid (Some areas with Site Plan Review)
☐ Planned Development ☐ Commercial ☐ Residential ☐ Mixed Use* *Ground Floor SF: Upper Floor SF:
☐ Plat Alteration
☐ Post Decision Review/Modification (Includes Planned Development/Master Plan Modifications) ☐ Type I ☐ Type II ☐ Type III Engineering Review Required ☐ Yes ☐ No

☒ Road Modification ☒ Minor ☐ Technical ☐ Major Submitted: ☒ Before ☐ After Decision (submitted after decision is not common)
☐ Shoreline Permits ☐ Substantial Development Permit ☐ Shoreline Permit - Statement of Exemption (no fee) ☐ Shoreline Conditional Use ☐ Shoreline Variance
☐ Site Plan Review ☐ Type I ☐ Type II <u>Check Use Type below</u> ☐ Residential ☐ Non-Residential ☐ Qualified Planned Action ☐ Unoccupied Commercial/Utility Structure ☐ Commercial Pad ☐ Land Extensive Stormwater ☐ Yes ☐ No Transportation ☐ Yes ☐ No
☒ State Environmental Policy Act (SEPA) ☐ Check if for Single-Family Residential house (only) ☐ Residential Site Plan Review (SPR) ☐ Grading Only ☐ Subdivision or Planned Development ☐ Non-Project Actions (not common) ☒ All Other (Includes Comm/Indust SPR) (When more than one applies check All Other)
☒ Subdivision/Short Subdivision ☐ Short Subdivision (2-9 lots) ☒ Subdivision (10+ Lots)
☐ Temporary Use ☐ Commercial/Industrial ☐ Unforeseen Emergency ☐ Seasonal Event ☐ Model Home ☐ Sales Office
☒ Tree Plan Enter Tree Plan Level (1 to 7): 5 (Tree Removal for nuisance or hazard tree(s) is Level 3)
☐ Variance ☐ Check if for Single Family Residential house ☐ Type I - # requested: ☐ Type II - # requested: Stormwater ☐ Yes ☐ No Transportation ☐ Yes ☐ No
☒ Zoning Map Amendment (Not involving Comprehensive Plan Amendment)

PLS

ENGINEERING

PROJECT NARRATIVE FOR

19TH STREET TERRACE

A TYPE IV REZONE AND SUBDIVISION APPLICATION

Submitted to

THE CITY OF VANCOUVER

FOR

GINN GROUP, LLC

502 NE 72nd Street

Vancouver, WA 98685

(360) 608-6026

February 2024

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General Information

Applicant/Owner:

Ginn Group LLC
Contact: Chad Stewart
502 NE 72nd St.
Vancouver, WA 98665
(360) 608-6026
chad@ginngrp.com

Other Owners:

Robert & Barbara MacArthur
1117 SE 19th Street
Vancouver, WA 98664

Project Contacts:

PLS Engineering
Travis Johnson, PE
604 W Evergreen Boulevard
Vancouver, WA 98660
(360) 944-6519
pm@plsengineering.com

Location:

SE ¼ of Section 33, T2N, R2E, WM
SW ¼ of Section 34, T2N, R2E, WM
NW ¼ of Section 3, T1N, R2E, WM
NE ¼ of Section 4, T1N, R2E, WM

Address:

11101 & 11117 SE 19th Street, Vancouver, WA

Project Size:

3.40 acres (147,972 sf)

Zoning:

R-9

Comprehensive Plan:

UL

Current Use:

Single family residential

Tax Lot Information:

113115000, 113116000, 113110000 and 113125000

School District:

Evergreen

Elementary:

Ellsworth

Middle School:

Wy East

High School:

Mt View

Water District:

Vancouver

Sewer District:

Vancouver

Fire District:

Vancouver Fire

Park District:

B

Case File:

PRJ-168925/PIR-83596

Transportation Impact Fee:

Cascade

Project Description

The 19th Street Terrace project will subdivide 3.4 acres of R-9 zoned land into 46 single-family residential lots utilizing narrow lot standards. The applicant is requesting a zone change from R-9 to R-17. Single-family detached homes utilizing zero lot line standards are proposed.

The site currently has two parcels with existing single-family homes. The other two parcels within this development are vacant. The adjacent parcels are developed with single-family residential uses to the east, north and west. SR-14 borders the site to the south.

A right-of-way vacation request has been made affecting SE Maxon Road. If granted approximately 0.27 acres would be added to the site area.

Transportation and Utilities:

SE 19th Street and SE Maxon Road are existing roads that will provide access to the site from the west, north and south. SE 20th Circle is a proposed new cul-de-sac street that will provide additional access to the site.

Stormwater runoff from the site will be collected, treated, and routed to infiltration trenches on site.

The site will be served by public water and sewer services from the City of Vancouver. A majority of the future homes will require grinder pumps for sanitary sewer service.

Critical Areas:

The site has eight Oregon white oaks which are considered priority habitat. One oak tree is proposed to be removed. No wetlands or other critical areas were identified onsite.

Proposal & Code Compliance Discussion

VMC Title 20 - Land Use and Development Code

20.210 - Decision Making Procedures

The subdivision is proposed with a concurrent Type IV rezone so the application will follow a Type IV process. The application will be required to follow the timelines for review and approval as indicated in this code section.

A preapplication conference was required for this project. The applicant submitted a substantially similar plan on 7/31/2023 and received a report from the city on 8/17/2023. Because the application was subject to a preapplication conference, the application will be contingently vested to the applicable codes in effect on 7/31/2023 if a fully complete application is accepted by the city before 1/31/2024.

20.285 - Text and Map Amendments

A standalone zoning map amendment that is not associated with a comprehensive plan map amendment must demonstrate,

- 1. How the proposal is more consistent with applicable policies of the Vancouver strategic plan and comprehensive plan than the existing designation; and that a change in circumstances has occurred since the existing designation was established, and*
- 2. That a change in circumstances has occurred since the existing designation was established.*

A. Consistency with Vancouver Strategic Plan

The City adopted a 2023-2029 Strategic Plan earlier this year that included eight focus areas. This narrative below shows how the proposal is consistent with five of the applicable focus areas:

Transportation and Mobility:

The development will improve all the existing abutting streets and proposed internal streets with sidewalks that will improve pedestrian mobility in and around the site. The site is near Highway 14, which will provide quick and efficient vehicular access to and from the site. The Mill Plan Vine (C-Tran) bus route is approximately 1.25 miles north of the site and would be within a 15 minute bike ride from the site. The site is within the urban areas of the County and there is adequate roadway infrastructure to support the proposed development.

Housing and Human Needs:

The proposed development would bring an additional 46 single family homes to the market. These homes would be affordable to a large portion of the community as they

would be smaller efficient homes on compact lots. These proposed homes would contribute to the diverse range of housing options within the city and help make home ownership attainable.

Vibrant and Distinct Neighborhoods

The proposed development will integrate well with the existing residential neighborhood that consists of a wide range of housing. There are apartments to the north and existing single-family neighborhoods to the east of the site. The site itself will provide a relatively private dead-end cul-de-sac community that will foster social cohesion.

Safe and Prepared Community

Emergency services will be provided by the Vancouver Police Department and Fire District. The nearest Fire Station is 1.3 miles to the NE of the site. The proposed site is also within an urban area that is served by public water. The site will be designed with fire hydrants that meet the spacing requirements of the current fire codes. The proposed homes will also meet the current building codes that continually include updates that improve the performance of buildings during natural disasters, including earthquakes.

Climate and Natural Systems

The proposed site development will include energy efficient homes. This will likely include smaller homes that maximize the utility of spaces while cutting down on overall building size. The homes will also be equipped with high efficiency heat pump HVAC and water heater systems. The HVAC systems will include air conditioning to improve livability during the summer months. The site design will also retain 19 trees that provide priority habitat as well as shading/green space for the community. 85 trees are also proposed to be planted to improve long-term tree canopy over the site. The site will include stormwater systems that will collect and treat stormwater from pollution generating surfaces. All stormwater is proposed to be infiltrated into the ground.

2022 Housing Code Updates:

In response to the 2016-2021 strategic plan and the 2016 Affordable Housing Task Force recommendations, the City Council studied and approved housing code updates in 2022. This code update resulted in the creation of the R-17 zone to provide additional housing options, and improve affordability within the city.

The Housing Code Updates webpage states the following as a purpose of the update:

“Vancouver, like many communities, is facing a housing crisis. As the city continues to grow, there is a desire and need for new types of housing that would allow residents to live more affordably while also maintaining neighborhood livability. However, current city zoning rules

prohibit many of these housing options. Changes to the development code can create opportunities for the private sector to deliver a more diverse, affordable housing stock.”

The project goals of the housing update are stated as the following:

“The goal of the project is to update City codes to allow for different, smaller and more affordable types of housing choices. Many are recommended in the Affordable Housing Task Force report (2016) and many are similar to what is allowed in Clark County and other Washington cities nearby and statewide.”

The specific goals include:

- Allowing for the development of diverse housing types to meet changing demographic needs and consumer preferences
- Expanding market rate, middle income, and affordable housing choices
- Maintaining neighborhood livability with incremental, rather than wholesale, change
- Providing more opportunities for people to live near where they work and attend school, and reduce costly commutes
- Facilitating development in areas with full existing public services

The current proposal is consistent with this plan and will help meet the City’s goals. The subdivision proposal associated with the zone change will accomplish the following:

- The project will add diversity to the housing options in the immediate vicinity of the site.
- It will provide middle income housing geared toward families wanting to live in the City of Vancouver.
- The rezone is only an incremental change in density and will blend with existing development in the immediate area. There is a small lot single family development to the east, apartments to the north, multifamily zoned land to the west, and a highway to the south
- The site is located in the middle of the urban area of Vancouver and is surrounded by existing development.
- The project in is an area with full existing public services.

B. Consistency with the Comprehensive Plan

This request is consistent with the purpose of the existing Comprehensive Plan designation:

Table 1-5. Vancouver comprehensive plan land use designations

Comprehensive Plan designation	Corresponding Zoning	General Intent
Residential		
Urban Lower Density	R-2, R-4, R-6, R-9	Predominantly single-family detached residential development, with some allowances for duplexes, townhouses, and single-family homes on small lots using infill standards

Both the R-9 and R-17 zones are Urban Lower Density, though the R-17 zone was adopted in 2022 and does not appear in the 2021 text above. The general intent of the zone includes allowances for smaller lots and homes (including townhomes). The intent of the new R-17 zone and the proposed development is to provide efficient middle housing.

This request furthers the Community Development policies on page 1-14 to 1-15 of the Comprehensive Plan:

“CD-2 Efficient development patterns Encourage efficient development throughout Vancouver to ensure achievement of average density of 8 units per acre set by countywide planning policies. Encourage higher density and more intense development in areas that are more extensively served by facilities, particularly transportation and transit services.”

Response:

- The site is in an urban area and with access to all required urban services including adequate transportation services. The nearest public transportation is approximately 1.25 miles to the north on Mill Plan Blvd. This is within a 15 bike ride of the site.

“CD-3 Infill and redevelopment- Where compatible with surrounding uses, efficiently use urban land by facilitating infill of undeveloped properties, and redevelopment of underutilized and developed properties. Allow for conversion of single to multi-family housing where designed to be compatible with surrounding uses.”

Response:

- This is a relatively small infill project, where the intent is to convert the existing underutilized land into an efficient housing project.

In addition, the request fulfills both CD-9, facilitating compatible uses adjacent to each other, and CD-10, placing housing near services (complementary land uses).

Chapter 3 of the Comprehensive Plan contains the City’s Housing element. The Plan recognizes the need for diverse housing:

“As the baby boom generation ages over the next 20 years, there is likely to be a greater need and demand for smaller units, retirement homes, and assisted living.”
Page 3-3.

The plan notes that most residential housing is single-family housing (57%). *Id.* Housing affordability is also a City concern:

“The Growth Management Act requires local jurisdictions to demonstrate that regulations allow and encourage housing for all economic segments of the community. Table 3-3 provides a breakdown of local households by income ranges, and the general share of Vancouver housing they can afford to buy or rent without having to spend more than 30% of their income.”

There are several policies that would be furthered by this request, including:

H-1 Housing options

“Provide for a range of housing types and densities for all economic segments of the population. Encourage equal and fair access to housing for renters and homeowners.”

H-2 Affordability

“Provide affordable housing by formulating innovative policies, regulations and practices, and establishing secure funding mechanisms. Target affordability programs toward households with incomes below the median.”

C. Change in Circumstances

The housing and affordability crisis represents a change in circumstance since the existing zoning designation was established. Well-planned site-specific rezone requests are a way to increase the housing supply in the urban areas of the city. This increase in housing supply will help improve affordability within the city.

Approval of this rezone request will result in a development that can be served by existing urban public services and will provide more flexibility in density and housing types, resulting in more affordable housing.

20.320 - Subdivisions

The purpose of this narrative is to demonstrate compliance with City and State standards and to show that there are adequate public facilities to serve the site. The following addresses VMC 20.320.040:

- A. There are adequate public facilities at or near the site to support the development.
 - a. Mitigation is not required for the minor traffic impacts that the development will produce in the area. See the Transportation Impact Study prepared by Lancaster Mobley included with this application.
 - b. Public water access is available at the site and there is adequate capacity to support the development with minimal impacts.
 - c. Onsite stormwater will be managed according to the applicable standards. Any offsite impacts will be negligible.
 - d. A grading plan has been included with the application. A SWPPP is included in the Stormwater report. Applicable regulations will be followed to minimize the risk of erosion related impacts.
 - e. Public sanitary sewer is available at the site and will be extended to serve all the proposed lots.
- B. The proposed improvements are consistent with the City’s current ordinances, standards, and plans.

- C. The subdivision will provide open space that will protect the majority of onsite Oregon white oaks. Impact fees will be paid for parks and schools to offset the potential impacts.
- D. The subdivision design has taken into account the physical characteristics of the site. There are Oregon white oaks on site which will be retained as much as possible.
- E. There are no known existing subdivision conditions that apply to the proposed project.
- F. The proposal complies with the applicable requirement of VMC Title 20 as indicated in other sections discussed in more detail below.
- G. The subdivision complies with the requirements of RCW 58.17.110 as indicated at the end of the narrative.
- H. This subdivision complies with the additional criteria for narrow lots as displayed in VMC 20.927. This section of code is discussed below in more detail.

The proposed subdivision meets the technical standards listed under VMC 20.320.070. Many of these items are discussed in additional detail below under the applicable section of the narrative.

A.1. The subdivision layout and meets the applicable code and shows the required improvements.

- a. All proposed streets comply with VMC Title 11 and the approved transportation standard details.
 - b. Block lengths proposed provide for convenient access and circulation. There are no opportunities to improve block length at the site, but the proposed access will be convenient for the future residents.
 - c. The site is surrounded by existing development and bound by SR-14, SE 19th Street and SE Maxon Road. There are no opportunities to create “blocks” with the proposed development.
 - d. Easements are shown on plan for access and utilities. Utility easements will be reviewed and approved by the appropriate utility provider.
 - e. No flag lots are proposed.
 - f. The side lot lines run at right angles to the proposed streets.
 - g. All lots meet the minimum frontage requirement of 20’.
 - h. Park impact fees will be paid at the time of building permit issuance for each lot.
 - i. The narrow lots comply with VMC 20.927. Additional discussion of this section has been provided below.
 - j. Existing trees have been addressed with the tree plan provided with this application and are also discussed below.
- B. Public utility improvements are proposed with this subdivision. The public improvements will be designed under the direct supervision of a professional civil engineer and meet the requirements stated in the VMC.
- C. Monument setting will meet the requirements of this section at the time of construction.
- D. Surveys will comply with the standards of the state and of the VMC.
- E. The project drawings comply with the drafting standards stated in this section. Future drawings will also comply with these standards.

20.410 - Lower Density Residential Districts

The applicant proposes to construct a 46-lot subdivision for single-family detached homes in the R-9 zone. A rezone to R-17 is proposed, therefore standards for the R-17 zone are shown below. The proposed plat utilizes zero lot line standards that are further addressed under section 20.910.050 - *Zero Lot Line Developments*.

Standard	Required (R-17 zone)
Minimum Lot Size	2,000 sf
Minimum Lot Width	25'
Minimum Lot Depth	65'
Maximum Lot Coverage	65%
Front Yard	10', 18' to garage
Rear Yard	5'
Side Yard	0'/5'
Street Side Yard	8'
Maximum Bldg Height	35'
Minimum Landscape	10%

20.410.050-1 – The following address additional standards for development within R-17 zoning districts:

- a. Garage doors facing the street will not take up more than 50% of the width of the street facing façade. This requirement should be reviewed at building permit.
- b. Main entrances will be visible from the street and will have a porch. This requirement should be reviewed at building permit.
- c. Home facades will be varied, with architectural differences such as differing heights, varied rooflines, staggered front setbacks, and different window or door locations. This requirement should be reviewed at building permit.
- d. No alleys are proposed. Due to the steep grade of the site. The site is proposed to be terraced with up to 10' of grade change where lots back up to each other. This constraint makes the use of alleys infeasible for this site.
- e. Narrow Lot Development Standards are discussed further in this narrative under 20.927 – *Narrow Lot Development*.
- f. A majority of the streets only have driveways on one side or no driveways at all. This configuration will allow for ample street parking. Parking is only allowed on one side of the street so consolidating driveways on most streets would not result in additional parking for the site.
- g. Solid waste and recycling will be at the street level in front of each lot.

Density Calculations based on R-17 zoning:

Site Area: 3.4 acres

ROW dedication: 0.48 acres

ROW vacation: 0.27 acres

Net Area: 3.19 acres

Minimum Allowable Density: 8.8 units/net acre (28 units)

Maximum Allowable Density: 21.8 units/net acre (69 units)

20.710 - Archaeological Resource Protection

An Archaeological Predetermination for this site was done by Archaeological Services of Clark County. A site visit was performed on September 11, 2023, which found no artifacts. A report summarizing their field work is included with this application. In the unlikely event that cultural or historical resources are discovered during construction activity, construction will cease, and all applicable authorities will be contacted.

20.740 - Critical Areas Protection

The site contains Oregon white oak habitat. A total of 8 Oregon white oaks measuring 10 to 50 inches DBH were located onsite. 7 Oregon white oaks will be preserved. Impacts due to the single oak tree being removed and minimal partial oak canopy impacts will be mitigated by the enhancement of retained oak areas onsite and the use of mitigation bank credits.

Please see the Critical Areas Report and Bank Use Plan included with this application for further details on the existing conditions and the plan for mitigating unavoidable impacts.

Approval Criteria (VMC 20.740.060):

The proposed impacts to onsite critical areas are required to meet the following approval criteria listed below under items A-F.

- A. **“Avoid Impacts.** The Applicant shall first seek to avoid all impacts that degrade the functions and values of (a) critical area(s). This may necessitate a redesign of the proposal.”

The preferred mitigation sequencing of first avoidance, then minimization, and finally compensation for unavoidable impacts was taken into consideration during the design process of this project.

The subject site could support a total of 53 lots for detached homes if there were no critical areas present. The original plan submitted to the city included only 47 lots which allowed for the preservation of 6 out of 8 onsite oaks. This already represents a significant reduction in lot count that resulted in most onsite oak trees being preserved. The loss of Oak 1 is unavoidable due to the location of the proposed public roadway. Oak 8 is located within proposed lot areas and was proposed to be removed due to the multiple lots that were expected to be lost if the tree was to be retained. After the submittal of the original application to the city, the WDFW commented on the application and indicated that more effort should be put forth to preserve Oak 8, even if it resulted in the loss of lots. The applicant has taken these recommendations into consideration and reworked the northern section of the site to accommodate the retention of Oak 8. This resulted in the loss of 1 lot and the creation of a unique nonuniform lot in the NW corner of the site. We believe that the options to avoid the removal of oak trees onsite have been exhausted while still having a financially viable project. The proposal now includes only 46 lots with the retention of 7 out of the 8 onsite oak trees.

- B. **“Minimize Impacts.** Where avoidance is not feasible, the applicant shall minimize the impact of the activity and mitigate to the extent necessary to achieve the activity’s purpose and the purpose of this ordinance. The applicant shall seek to minimize the fragmentation of the resource to the greatest extent possible.”

Other impacts to oak trees are the minimal necessary to improve the proposed roadways and to have a financially feasible site development. The required sidewalk on NE Maxon road is proposed to be attached for the short length along Oaks 2-3 to allow for a greater separation from the improvements. Additionally, Lots 41-46 were designed so that the home placement will not result in major impacts to oak driplines.

Minimization measures will also include tree protection fencing and other BMP’s that will be recommended by the applicant’s contracted arborist. Any BMPs recommended by the arborist will be placed prior to the start of construction and will remain in place throughout construction.

- C. **“Compensatory Mitigation.** The applicant shall compensate for the unavoidable impacts by replacing each of the affected functions to the extent feasible. The compensatory mitigation shall be designed to achieve the functions as soon as practicable. Compensatory mitigation shall be in-kind and on-site, when feasible, and sufficient to maintain the functions of the critical area, and to prevent risk from a hazard posed by a critical area to a development or by a development to a critical area.”

Impacts to individual oaks which meet priority habitat criteria will be fully compensated through onsite enhancement of the retained oak areas and a purchase of credits from the Terrace Mitigation Bank. The proposed tract areas that will contain the retained oaks will be enhanced to the extent feasible which will include the removal of competing non-oak trees, removal of ivy and other invasive plant species and a planting of the understory with native plant species.

- D. **“No Net Loss.** The proposal protects the critical area functions and values and results in no net loss of critical area functions and values.”

The onsite enhancement and the purchase of credits at a mitigation bank will ensure no net loss of habitat function as a result of this proposal. The mitigation bank selected by the application is within Vancouver city limits and is approved by State and local institutions including WDNR, WDFW and Clark County. The proposed ratios of mitigation have been an industry standard, and have been widely accepted by most jurisdictions including WDFW and represent the best available science at the time of this application.

- E. **“Consistency with General Purposes.** The proposal is consistent with the general purposes of this chapter and does not pose a significant threat to the public health, safety, or welfare on or off the development proposal site;”

The proposal is consistent with the general purposes of this chapter and does not pose a threat to public health, safety, or welfare.

- F. “**Performance Standards.** The proposal meets the specific performance standards of Fish and Wildlife Habitat Conservation Areas VMC [20.740.110](#)”

The performance standards in VMC 20.740.110 are met with this proposal.

- The proposal protects the function of most of the onsite habitat and the activity will result in no net loss of functions. The required sequence of avoidance, minimization, and then providing mitigation has been followed with the design of this site.
- The applicant will provide onsite enhancement and offsite mitigation for lost habitat function due to the removal of one oak tree, and partial impacts to oaks trees as a result of minimal grading within the silhouette of tree canopy.
- The proposal follows the best available science and approved standards and recommendations from the WDFW at the time of the original submittal of this application.
- Signs and natural materials will be used to designate the outer edge of the onsite critical area. This will likely include downed logs or boulders.

20.770 - Tree, Vegetation, and Soil Conservation

A Level V tree plan is required for this application. The landscape and tree plans included with the application demonstrates the retained trees, proposed trees, and includes a calculation of tree density. Two tracts are proposed that will retain the majority of the Oregon white oaks onsite. Silt fence will be installed onsite prior to construction to ensure that the retained areas are not impacted during construction.

20.790 - SEPA Regulations

The State Environmental Policy Act (SEPA) procedures require documentation of critical areas as well as discussion on earth, air, water, plants and animals, energy and natural resources, environmental health, noise, land and shoreline uses, aesthetics, recreation, historic and cultural preservation, transportation, and public services and utilities. A SEPA application has been submitted with this application.

20.910.050 – Zero Lot Line Developments

Side yard setbacks in this development will either be 0 or 5’. The 5’ side yards will be protected with a covenant to keep them free of any permanent obstructions. Building walls on zero-foot setbacks will be constructed of fire resistive construction per IBC Title 17.

20.915 - Impact Fees

Newly constructed homes will be required to pay impact fees at the time of building permit issuance. Impact fees are collected to ensure that adequate public facilities are available to serve new growth and development; promote orderly growth and development by requiring that new development pay a proportionate share of the cost of new facilities needed to serve growth; and ensure that impact fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicate fees for the same impact. Impact fees for traffic, Parks, and Schools will be paid at the time of building construction. Credit for the existing two homes on site is requested.

20.925 - Landscaping

A landscape plan and level V tree plan have been provided with the development plans showing compliance with this section.

Landscaping equal to 10% of the net lot area of the site is required. This standard will be reviewed for compliance at building permit review.

Street trees are proposed along SE 19th Street, SE Maxon Road and SE 20th Street.

20.927 - Narrow Lot Developments

Developments that propose lot widths less than 40' are subject to the narrow lot development standards. Lots are proposed to be approximately 26' wide, therefore this section applies to the development.

The approval criteria must be addressed, which includes the following:

A. Conflicts on narrow lots shall be eliminated.

The development has been designed to eliminate conflicts between on-site and off-site improvements. Driveways, public and private utilities (water, fire hydrants, sewer, roof infiltration, gas, cable, phone, electricity, etc.), on-street parking spaces, street trees, existing trees, light poles, common mailboxes, street signs, etc., have been considered in the design of the development and any conflicts have been eliminated.

B. Adequate guest parking shall be provided.

The development has been designed to provide ample street parking. Parking will be allowed along the entire length of NE Maxon Rd. This will result in at least 32 on-street parking spaces.

C. Solid waste and recycling collection and access shall be provided.

The development has been designed to provide for safe access and maneuvering by solid waste and recycling collection vehicles along public roadways. Solid waste collection areas will be located in front of each lot on the adjacent street. The carts can be set out either on the street or over the curb/planter. General locations of collection areas are shown on the narrow lot plan.

20.945 - Parking and Loading

Each lot will have a minimum 12' wide driveway that can accommodate at least 1 parked vehicle on the lot. The homes are also proposed to have a single car garage. 18' wide driveways are currently proposed on the development plan. This configuration will exceed the required parking standards for single family homes.

20.985 - Vision Clearance

Vision clearance triangles and sight distance triangles are shown on the preliminary plat. Vision clearance meets the requirements in standard Plan T04-04.

VMC Title 11 - Streets and Sidewalks

11.70 - Concurrency

A Transportation Analysis has been prepared by Lancaster Mobley for this development and is included with this application. The analysis found the following:

- The trip generation calculations show that the proposed project is projected to generate 33 morning peak hour trips, 45 evening peak hour trips, and 450 average weekday trips.
- The project will impact 6 of the transportation facilities where proportionate share contributions are being collected. A proportionate share fee of \$8,911 will be collected.
- Based on an evaluation of right-turn lane warrants the installation of a northbound right-turn lane is not warranted at the intersection of SE 19th Street and SE Ellsworth Road.
- Adequate sight distances can be made available at all site access locations by managing and maintaining foliage. No other sight distance related mitigation is recommended.

11.80 - Street and Development Standards

Roadway Standards for SE 19th Street:

SE 19th Street is an existing Neighborhood Circulator that borders the site to the north. This street requires a minimum 54' full-width right-of-way and 36' paved full-width road. Existing improvements include a 47' right-of-way with 30-31' paved width and 5' sidewalks to the east of the site. Frontage improvements will include an additional 7' of right-of-way and paving to provide a 54' full width right-of-way with a 36' full-width paved road, 5' sidewalks and a 4' planter along the site frontage.

Roadway Standards for SE Maxon Drive:

SE 19th Street is an existing Local Access street that borders the site to the west and south. This street requires a minimum 25' half-width right-of-way and 14' paved half-width road. Existing improvements include a 60' right-of-way with 32' paved width and no sidewalks. The portion of SE Maxon Road on the south end of the site has an oversized right-of-way. The applicant has requested that the city vacate approximately 11,829 sf of right-of-way to provide only the 25' half-width that is required.

Frontage improvements will include curb/gutter, 5' sidewalks, and 5' planter strips along the site.

Roadway Standards for SE 20th Circle:

SE 20th Circle is a proposed Loop/Cul-De-Sac street that will provide additional access to the site. This street requires a minimum 50' full-width right-of-way and 28' paved full-width road. The applicant will construct this street as required, including a 44' bulb with 4' planters and 5' detached sidewalks on each side of the street.

Road Modifications:

A road modification request has been submitted regarding rolled curb and attached sidewalk on certain sections of roadway within the project.

VMC Title 12 - Trees and Vegetation

Street trees are required on all public roads constructed with this project. After street trees are installed and the right-of-way is dedicated to the city, any work that is proposed on or near street trees will need to meet the requirements of VMC Title 12. Future property owners will have responsibilities regarding street tree maintenance as described in this section.

VMC Title 14.04, 14.10 and 14.16 - Water and Sewers

All lots will be served by public sewer and water.

The site will be served by the City of Vancouver for public sewer service. Public sewer is available at the site and will be extended to each new lot. Gravity laterals will serve the lots fronting on SE 19th Street. A shared public pressure sewer will be constructed for lots on SE 20th Circle and SE Maxon Drive. Private grinder pumps on each lot will be constructed at the time of building construction to connect into the proposed pressure sewer system.

Water for the site will be provided by the City of Vancouver. Public water will be extended from SE 19th Street, through SE Maxon Street, then north along the eastern side of the project to connect into SE 113th Court. Each new home will be served by public water.

14.24 - Erosion Control

An Erosion Control Plan in conformance with VMC 14.24 has been designed and included in this submittal. The plan clearly shows existing topography, specific erosion prevention BMPs, and includes measures to ensure that sediment and sediment laden runoff does not leave the site. In the final site configuration, the contributing drainage area runoff will be conveyed to infiltration trenches so that runoff does not leave the site.

14.25 - Stormwater

Stormwater will be collected from impervious surfaces and routed to infiltration trenches located onsite. Stormwater from pollution generation surfaces will be treated using filter cartridges.

A preliminary stormwater plan and technical information report (TIR) has been submitted with this application. The report shows how the project complies with the standards of the VMC.

14.26 - Water Resource Protection

The entire city is located within a Critical Aquifer Recharge area. The proposal does not include any prohibited discharges to groundwater or surface waters. Stormwater from streets and driveways will be treated using filter cartridges prior to entering infiltration trenches.

VMC Title 16 - Fire

All streets that serve the site meet and exceed minimum fire apparatus access requirements. SE Maxon Road and SE 20th Circle provide cul-de-sac bulbs that allow for emergency vehicles to turnaround within the site. New fire hydrants are proposed within the development to meet the applicable spacing requirements.

VMC Title 17 - Building & Construction

Future residential structures will be built under a separate permit. The homes will be required to follow this section of code at that time.

Grading, Excavation, Fill, and, Stockpile:

The site contractors will be required to follow the recommendations found in the geotechnical report regarding temporary and permanent cut slopes in order to preserve a safe worksite and safeguard property.

A stormwater protection plan will be provided prior to construction. This plan will help prevent potential water quality degradation, prevent excessive sedimentation or erosion by surface waters, and prevent the creation of public nuisances such as the fouling of surface or groundwater.

Revised Code of Washington (RCW)

The subdivision complies with the applicable portions of RCW 58.17. The preliminary plat is in the public interest and will provide additional housing that is needed in the City of Vancouver.

This application and narrative show that there are adequate facilities to serve the proposed subdivision. There are adequate public roads, open spaces, drainage facilities, potable water, sanitary waste collection and treatment, schools and educational services, pedestrian facilities, and fire prevention services.

The proposed development is located over 1 mile away from WyEast Middle and Mt View High Schools. Students living in the future development will be bused to schools.

Ellsworth Elementary is 0.8 miles away, however a letter from Evergreen School District states that the district does provide school bus service for this area to all three schools.

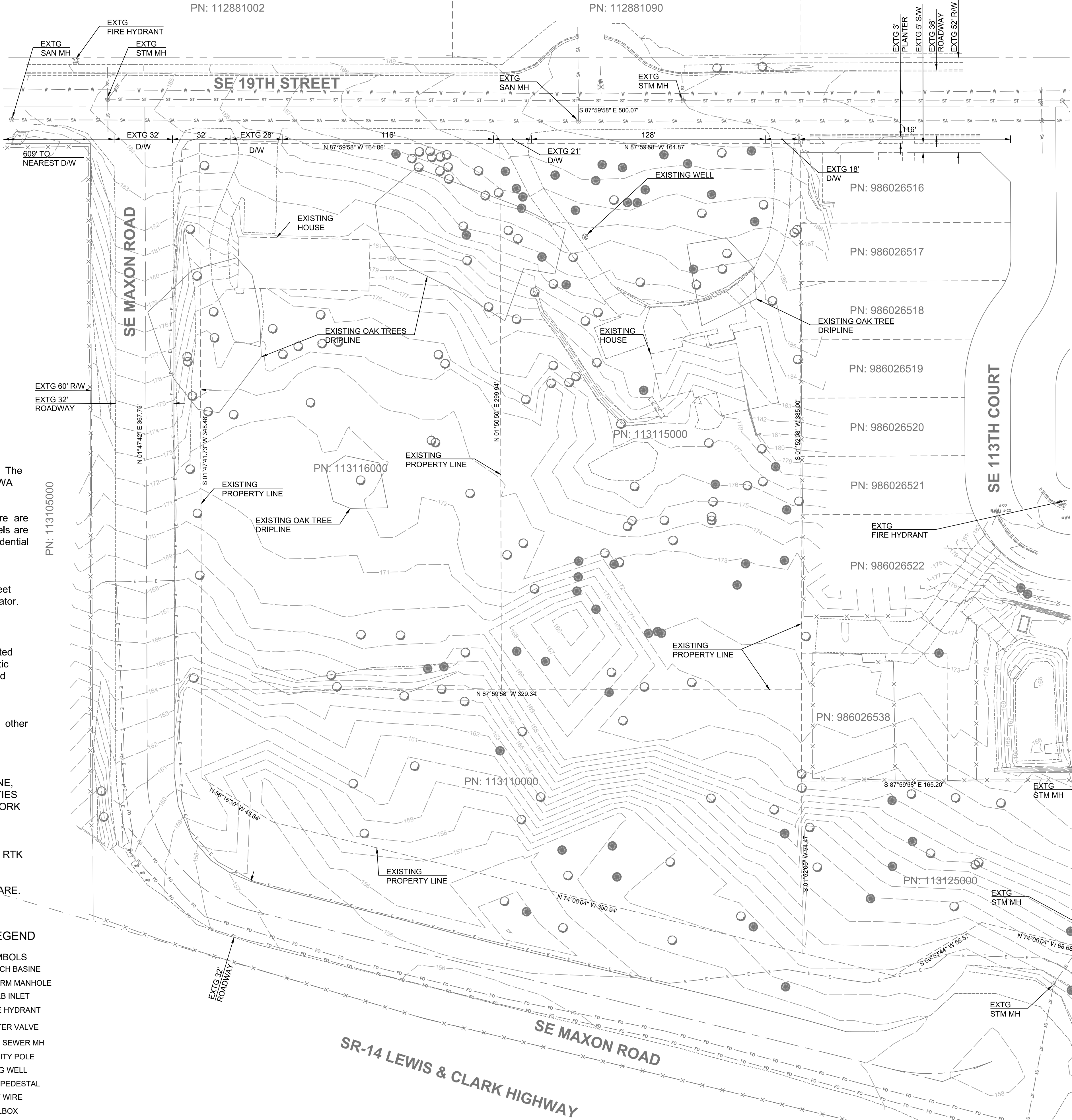
This application and narrative also show compliance with the applicable standards of the Vancouver Municipal Code.

EXHIBIT C

19th Street Terrace

Located in the SE ¼ of Section 33, T5N, R2E and the NE ¼ of Section 4, T1N, R2E, Vancouver, Washington

PN: 115303110



VICINITY MAP
NOT TO SCALE

Sheet Index	
01.	Existing Conditions Plan
02.	Preliminary Plat
03.	Narrow Lot Plan
04.	Grading & Erosion Plan
05.	Stormwater Plan
06.	Water & Sewer Plan
07.	Signing, Striping, & Lighting Plan
L1.	Preliminary Landscape Plan
L2.	Preliminary Landscape Plan
T1.	Preliminary Level V Tree Plan
T2.	Preliminary Level V Tree Plan

LAND USE:

The site area is 3.40 acres in size and is identified as parcel numbers 113116000, 113115000, 113110000, and 113125000. The site addresses are 11101 and 11117 SE 19th St, Vancouver, WA 98664.

Two existing homes are located onsite. All onsite structure are proposed to be demolished with site development. The parcels are within the R-9 zone with a Urban Lower Density Residential comprehensive plan designation.

TRANSPORTATION:

Access to the proposed development will be from SE 19th Street and SE Maxon Road. SE 19th Street is a neighborhood circulator. SE Maxon Road is a Local Access roadway.

UTILITIES:

Existing public sanitary sewer and public water mains are located within NE 19th Street. Each of the homes is served with a septic system and well that will be decommissioned with the proposed development.

CRITICAL AREAS:

There are 8 Oregon white oak trees onsite. There are no other critical areas located onsite.

HORIZONTAL DATUM:

NAD 83 2011(2010.00 EPOCH), WASHINGTON STATE PLANE, SOUTH ZONE, U.S. SURVEY FEET, DERIVED FROM RTK TIES UTILIZING THE WASHINGTON STATE REFERENCE NETWORK (WSRN)

VERTICAL DATUM:

NGVD29 (CITY OF VANCOUVER DATUM), DERIVED FROM RTK TIES UTILIZING WSRN. OBSERVATIONS TO SITE BENCHMARKS WERE PERFORMED IN NAVD88, AND CALIBRATED TO NGVD(29) THROUGH VERTCON SOFTWARE.

EXISTING LINETYPE & SYMBOL LEGEND

LINETYPES		SYMBOLS	
ST	ST		CATCH BASIN
OHP	OHP		STORM MANHOLE
W	W		CURB INLET
SA	SA		FIRE HYDRANT
T	T		WATER VALVE
E	E		SAN SEWER MH
X	X		UTILITY POLE
			EXTG WELL
			TEL PEDESTAL
			GUY WIRE
			MAILBOX
			EXTG TREES

19th Street Terrace

Located in the SE ¼ of Section 33, T5N, R2E and the NE ¼ of Section 4, T1N, R2E,
Vancouver, Washington

LAND USE:

The 19th Street Terrace project proposes a 46 lot subdivision. This project is proposed to be processed concurrently with a zoning map amendment to rezone the site from R-9 to R-17. The development will utilize zero lot line standards with single family detached homes. The entire site area is 3.40 acres in size and is identified as parcel numbers 113116000, 113115000, 113110000, and 11312500. The site addresses are 11101 and 11117 SE 19th St, Vancouver, WA 98664.

Net density for the zone is 8.8 - 21.8 dwelling units per acre, with a minimum lot size of 2,000 sf and a maximum lot size of 5,000 sf. The gross site area is 3.40 acres. After removing 0.48 acres of proposed right-of-way dedication and 0.27 acres of right-of-way vacation, 3.19 acres is left as net site area. Net density provided is 14.4 d.u./acre.

TRANSPORTATION:

Access to the proposed development will be from SE 19th Street and SE Maxon Road. SE 19th Street is a neighborhood circulator. Half-width improvements will be installed meeting standard detail T10-14. SE Maxon Road is a Local Access roadway and will be improved with sidewalk and curbing to meet the standards of detail T10-15b. SE 20th Circle is a new roadway proposed with this development this roadway will be designed to meet the standards of T10-16.

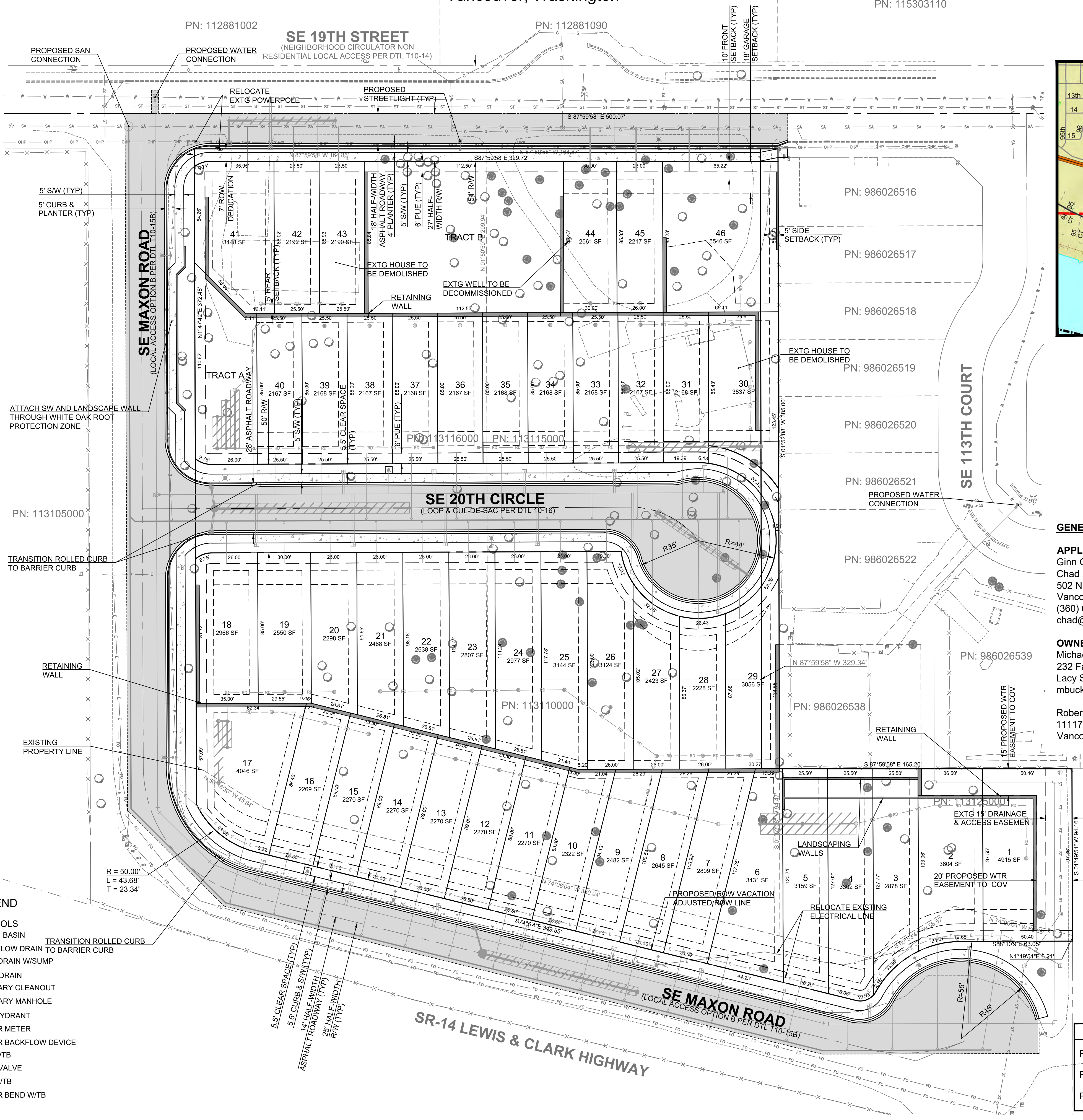
UTILITIES:

All lots will be served with public water and sewer by City of Vancouver. A majority of the lots will be served private grinder pump systems that pump into a public pressure sewer main for sanitary sewer service.

Stormwater is proposed to be collected, treated and then routed to infiltration trenches throughout the site.

CRITICAL AREAS:

There are 8 Oregon white oak trees onsite. Tracts A and B and a portion of Lot 46 are situated to retain most of the oak trees onsite. There are no other critical areas located onsite.



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

APPLICANT:
Ginn Group
Chad Stewart
502 NE 72nd St.
Vancouver, WA 98665
(360) 608-6026
chad@ginngrp.com

OWNERS:
Michael Buckmeir
232 Farm Supply Rd.
Lacy Springs, AL 35754
mbuckmeir@yahoo.com

Robert & Barbara MacArthur
11117 SE 19th St.
Vancouver, WA 98664

CONTACT:
PLS Engineering
Travis Johnson, PE
604 W Evergreen Blvd
Vancouver, WA 98660
(360) 944-6519
pm@plsengineering.com

SITE ADDRESS:
Parcel #: 113116000,
113115000, 113110000.

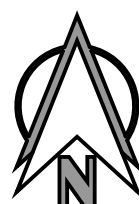
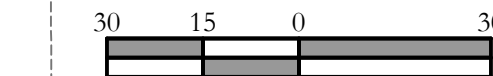
11101 SE 19TH ST,
VANCOUVER, WA 98664,

11117 SE 19TH ST,
VANCOUVER, WA 98664

PROPOSED LINETYPE & SYMBOL LEGEND

LINETYPES	SYMBOLS
EDGE OF PAVEMENT	CATCH BASIN
CURB LINE	OVERFLOW DRAIN TO BARRIER CURB
PROPOSED SIDEWALK	AREA DRAIN W/SUMP
EDGE OF GRAVEL	ROOF DRAIN
PAVEMENT SAWCUT	SANITARY CLEANOUT
SETBACK	SANITARY MANHOLE
LOT LINE	FIRE HYDRANT
STORM LINE	WATER METER
STORM ROOF DRAIN	WATER BACKFLOW DEVICE
WATER MAIN LINE	TEE W/TB
WATER SERVICE LINE	GATE VALVE
SAN SEWER LATERAL	CAP W/TB
SAN SEWER MAIN	WATER BEND W/TB
ROAD CENTERLINE	
RIGHT-OF-WAY	
EASEMENT LINE	
RETAINING WALL	
CONTOUR LINE	
DRAINAGE FLOW LINE	

Scale 1" = 30'



Legend	
Proposed Asphalt	
Proposed Concrete	
Proposed Retaining Wall	



Preliminary Plat For:

19th Street Terrace

A Subdivision Located In The City Of Vancouver, Washington

Revisions

1	2	3	4	5	6
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Project No. 3691
SCALE: H: 1" = 30' V: N/A
DESIGNED BY: DRL
DRAFTED BY: MM
REVIEWED BY: TGT

02

11

PLS ENGINEERING

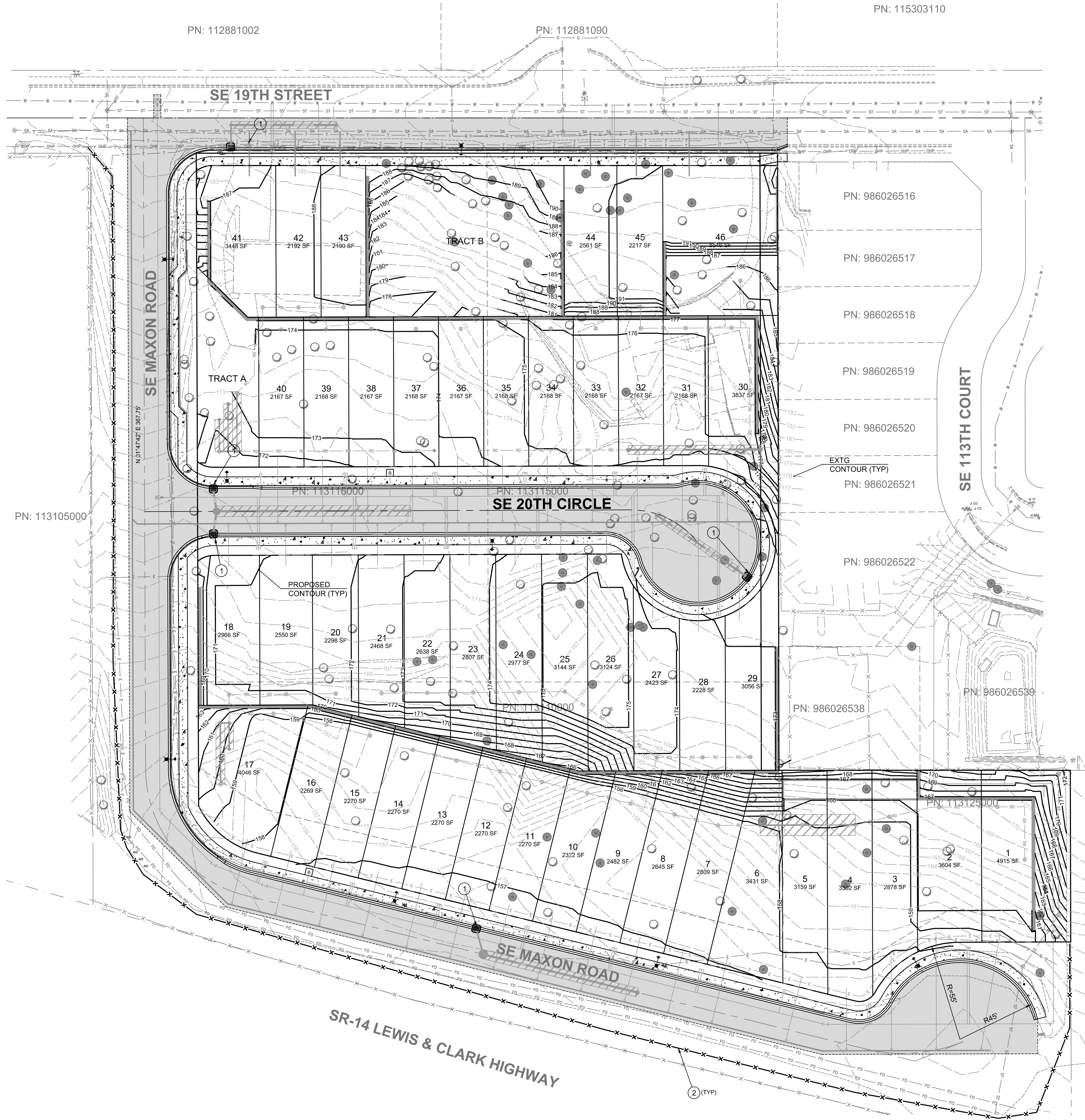
PLS

Engineering - Surveying - Planning

PH (360) 944-6519

Fax (360) 944-6539

604 W. Evergreen Blvd., Vancouver, WA 98660



EROSION CONTROL NOTES:

- ① INLET PROTECTION
(PER COV STD DTL E-2.20a)
- ② SILT FENCE AS NEEDED
(PER COV STD DTL E-2.33)

HORIZONTAL DATUM:
NAD 83 2011(2010.00 EPOCH), WASHINGTON STATE PLANE,
SOUTH ZONE, U.S. SURVEY FEET, DERIVED FROM RTK TIES
UTILIZING THE WASHINGTON STATE REFERENCE NETWORK
(WSRN)

VERTICAL DATUM:
NGVD29 (CITY OF VANCOUVER DATUM), DERIVED FROM RTK
TIES UTILIZING WSRN. OBSERVATIONS TO SITE
BENCHMARKS WERE PERFORMED IN NAVD88, AND
CALIBRATED TO NGVD(29) THROUGH VERTCON SOFTWARE.

SURVEYOR'S NOTES:
CLARK COUNTY RECORDS INDICATE THAT PIN 113115-000
AND 113116-000 ARE SERVED BY PRIVATE WELL AND
PRIVATE SEPTIC. AT THE TIME OF SURVEY ABOVE GROUND
EVIDENCE OF SEPTIC SYSTEMS WAS NOT FOUND. A WELL
HEAD WAS FOUND ON PIN 113115-000 AND IS SHOWN.

Scale 1" = 30'



Legend	
Proposed Asphalt	
Proposed Concrete	
Proposed Retaining Wall	



Grading & Erosion Plan For:

19th Street Terrace

A Subdivision Located In The City Of Vancouver, Washington

Engineering - Surveying - Planning | 604 W. Evergreen Blvd., Vancouver, WA 98660 | PH (360) 944-6519 | Fax (360) 944-6539

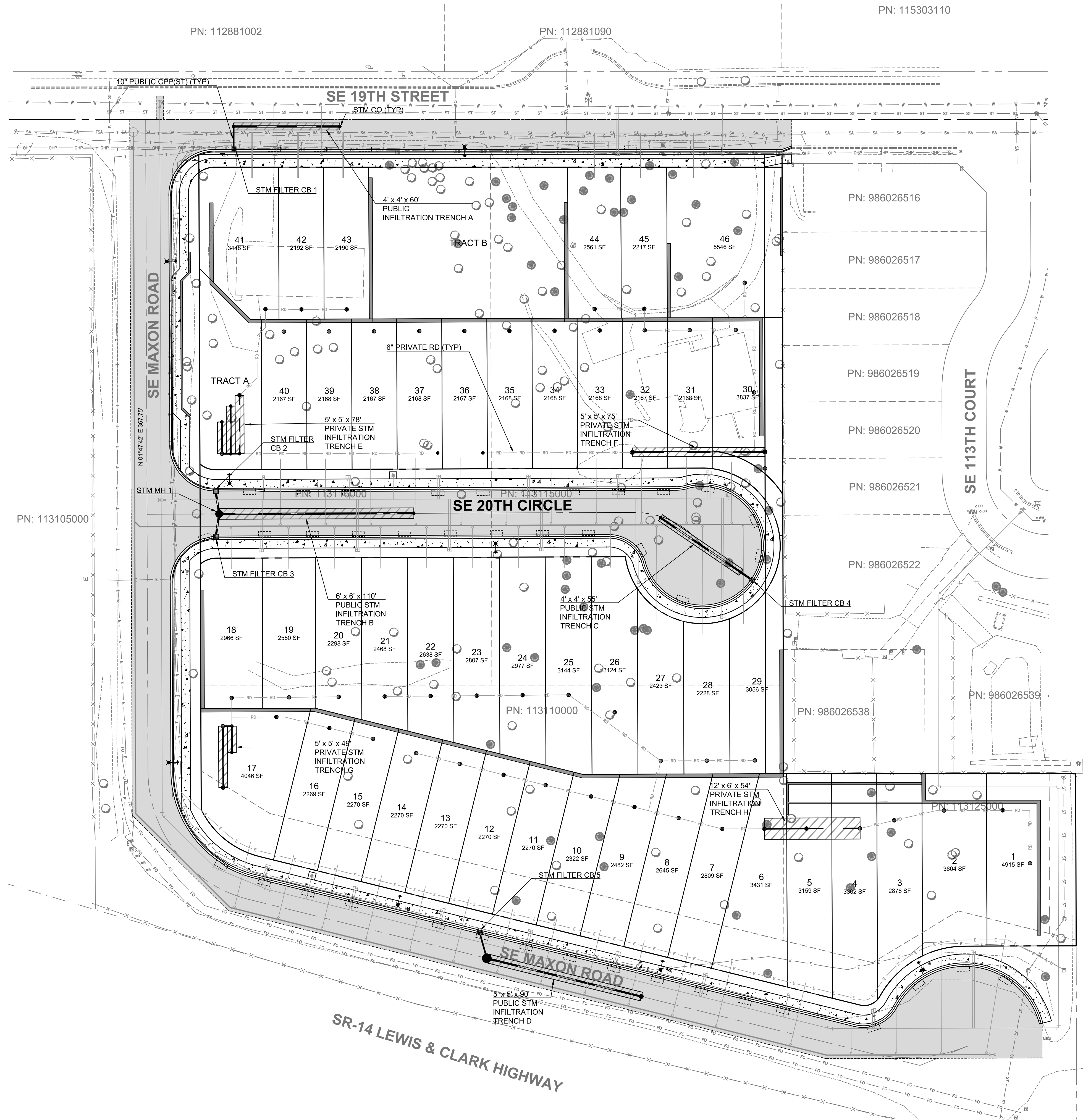
Revisions

1	2	3	4	5	6

Project No. 3691
SCALE: H: 1" = 30' V: N/A
DESIGNED BY: DRL
DRAFTED BY: MM
REVIEWED BY: TGT

04

11



Scale 1" = 30'

Legend

Proposed Asphalt	
Proposed Concrete	
Proposed Retaining Wall	

811

Know what's below.
Call before you dig.

Stormwater Plan For:

19th Street Terrace

A Subdivision Located In The City Of Vancouver, Washington

Engineering - Surveying - Planning | 604 W. Evergreen Blvd., Vancouver, WA 98660 | PH (360) 944-6519 | Fax (360) 944-6539

Revisions					
1					
2					
3					
4					
5					
6					

Project No. 3691

SCALE: H: 1" = 30'
V: N/A

DESIGNED BY: DRL

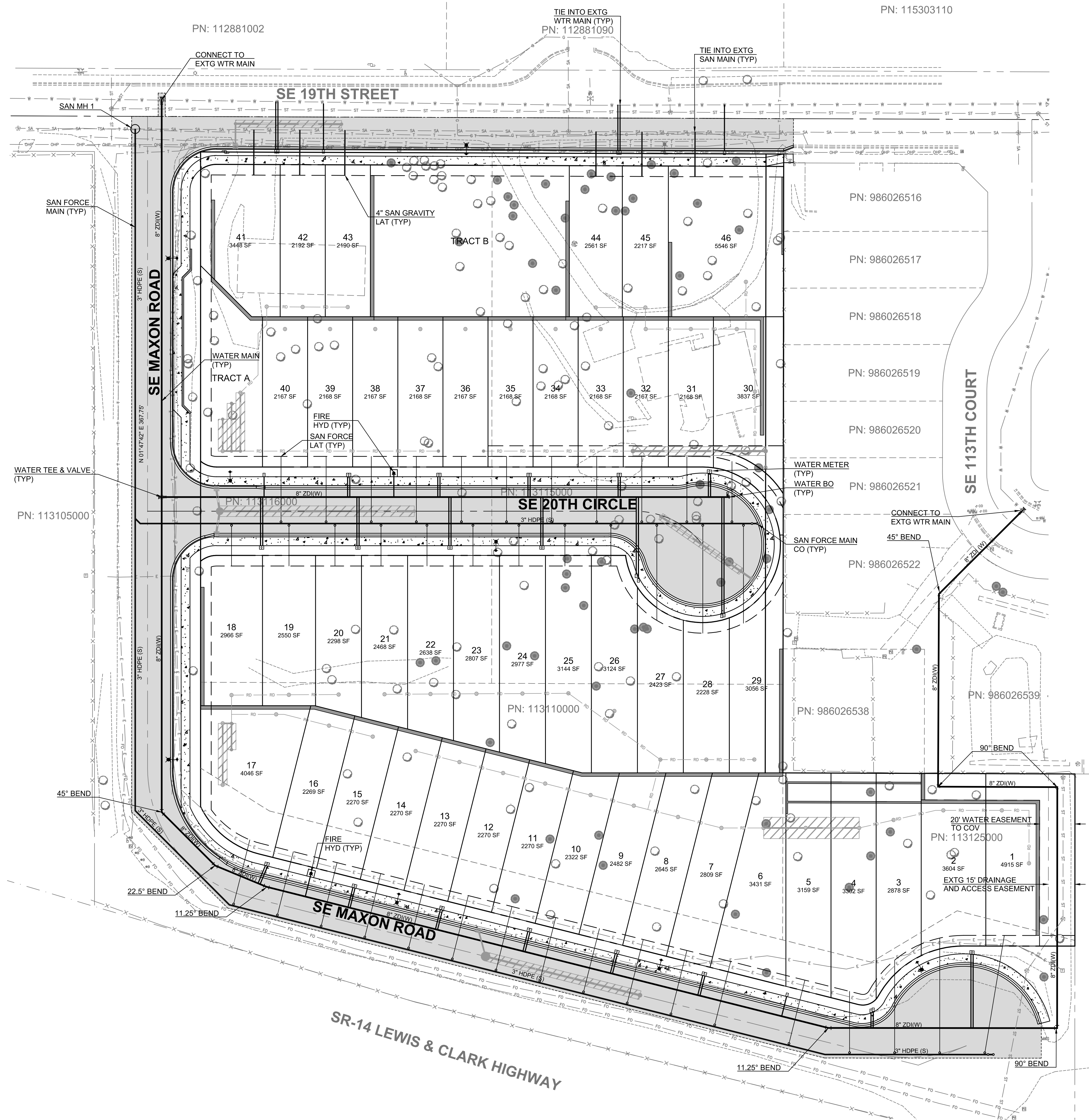
DRAFTED BY: MM

REVIEWED BY: TGJ

05

11

PLS ENGINEERING



Scale 1" = 30'

Legend

Proposed Asphalt

Proposed Concrete

Proposed Retaining Wall

811

Know what's below.
Call before you dig.

Water & Sewer Plan For:

19th Street Terrace

A Subdivision Located In The City Of Vancouver, Washington

Engineering - Surveying - Planning | 604 W. Evergreen Blvd., Vancouver, WA 98660 | PH (360) 944-6519 | Fax (360) 944-6539

Revisions					
1					
2					
3					
4					
5					
6					

Project No. 3691

SCALE: H: 1" = 30'
V: N/A

DESIGNED BY: DRL

DRAFTED BY: MM

REVIEWED BY: TGJ

06

11

PLS ENGINEERING

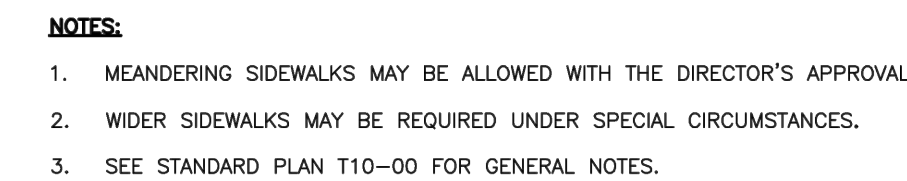
A Subdivision Located In The City Of Vancouver, Washington

Signing, Striping, & Lighting Plan For:

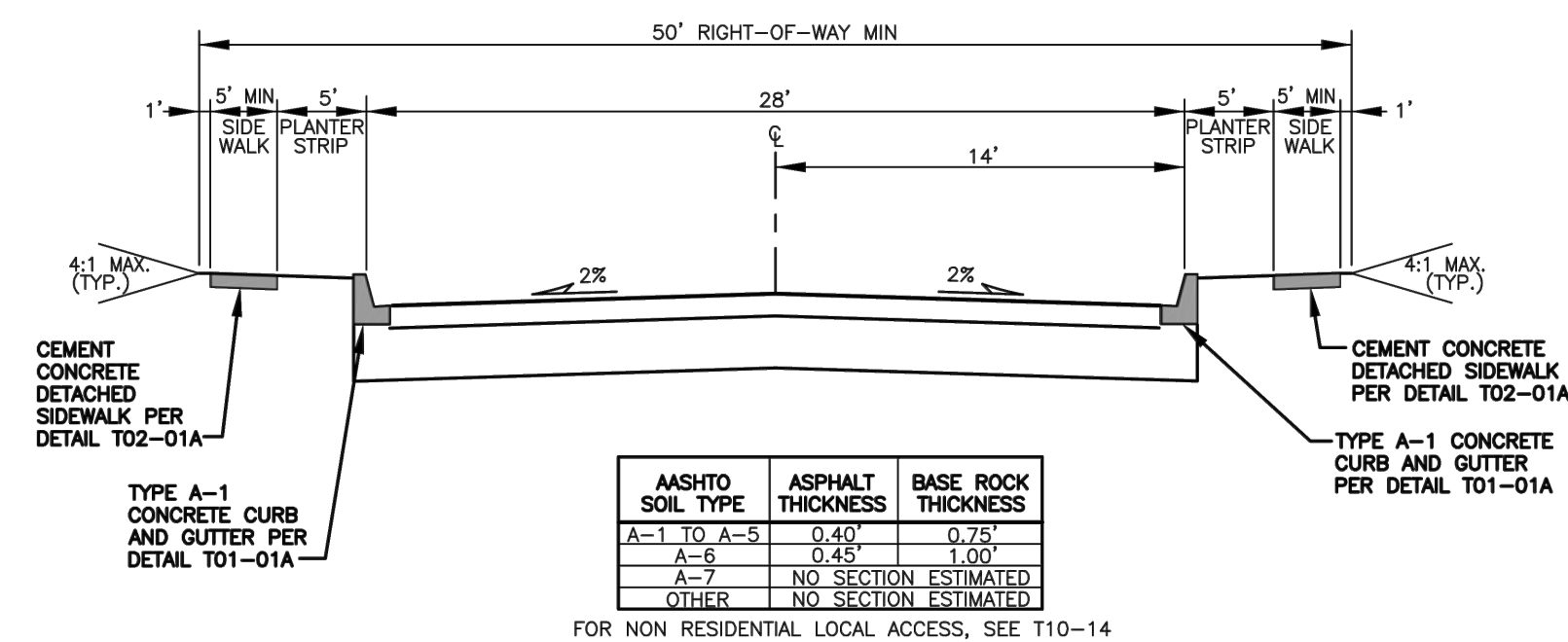
Revisions		
1		
2		
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6		

Project No. 3691	
SCALE:	H: 1" = 30' V: N/A
DESIGNED BY:	DRL
DRAFTED BY:	MM
REVIEWED BY:	TGJ

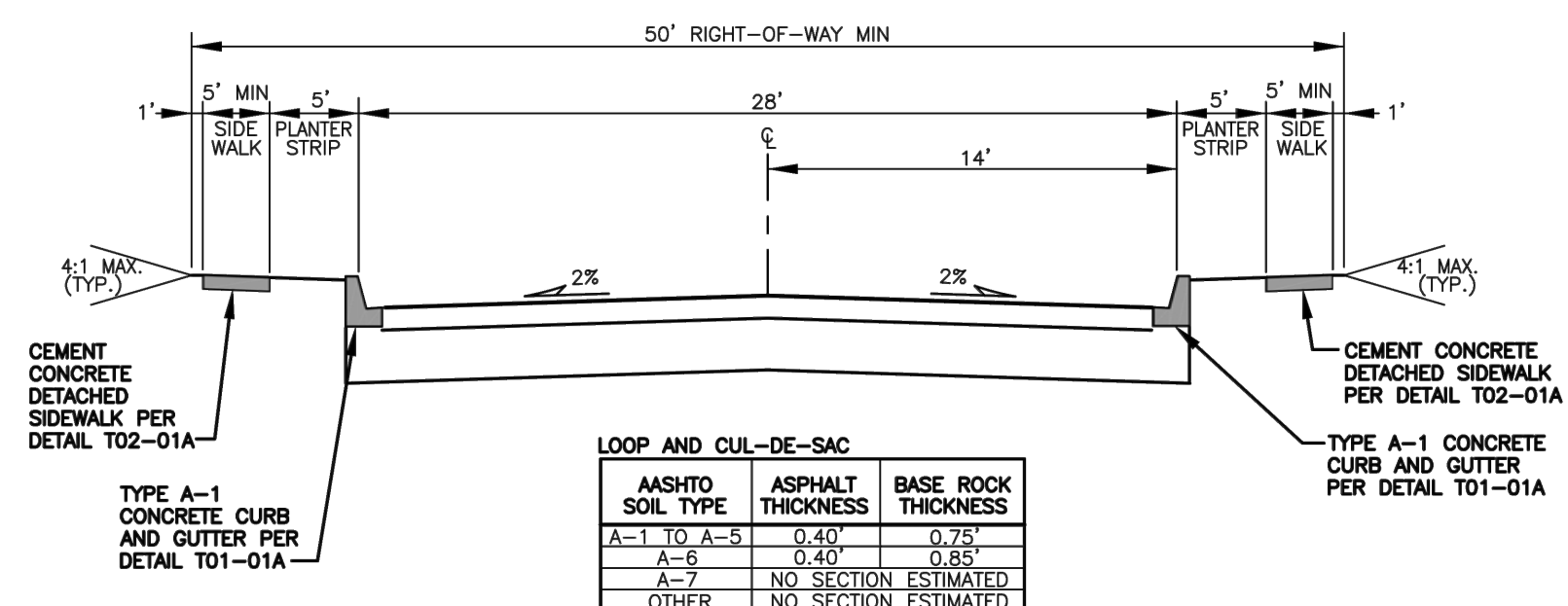
11



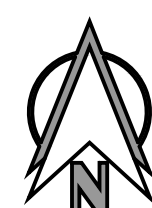
SE 19TH STREET



SE MAXON ROAD



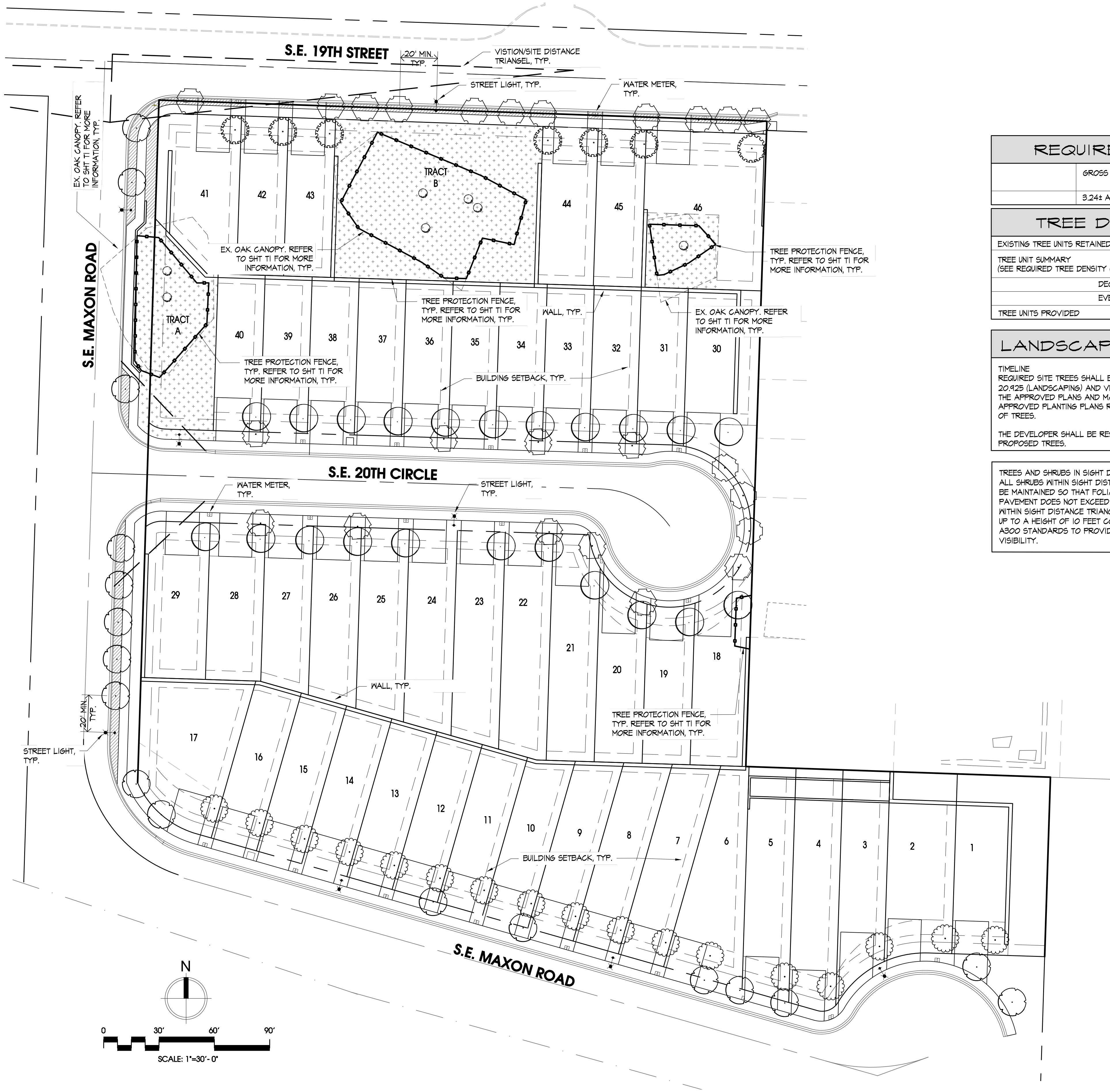
SE 20TH CIRCLE



Legend	
Proposed Asphalt	
Proposed Concrete	
Proposed Retaining Wall	



Know what's **below**.
Call before you dig.



REQUIRED TREE DENSITY			
	GROSS SITE AREA	REQUIRED TREE UNITS / ACRE DISTURBED	TOTAL REQUIRED TREE UNITS
	3.24± AC	30	97

TREE DENSITY SUMMARY	
EXISTING TREE UNITS RETAINED	74.5
TREE UNIT SUMMARY (SEE REQUIRED TREE DENSITY CALCULATIONS ABOVE)	
DECIDUOUS TREE UNITS	120.5 / 100%
EVERGREEN TREE UNITS	0 / 0%
TREE UNITS PROVIDED	120.5

LANDSCAPE PLAN NARRATIVE	
TIMELINE REQUIRED SITE TREES SHALL BE PLANTED AND MAINTAINED IN COMPLIANCE WITH VMC 20.425 (LANDSCAPING) AND VMC 20.110 (TREE CONSERVATION) AND AS SPECIFIED IN THE APPROVED PLANS AND MAINTAINED ON FILE AT THE CITY OF VANCOUVER. THE APPROVED PLANTING PLANS REQUIRE THE PLANTING OF A SPECIFIC NUMBER AND TYPE OF TREES.	
THE DEVELOPER SHALL BE RESPONSIBLE FOR PLANTING AND MAINTAINING THE PROPOSED TREES.	

TREES AND SHRUBS IN SIGHT DISTANCE TRIANGLE, TYP. ALL SHRUBS WITHIN SIGHT DISTANCE TRIANGLES SHALL BE MAINTAINED SO THAT FOLIAGE HEIGHT ABOVE PAVEMENT DOES NOT EXCEED 2.5 FEET. STREET TREES WITHIN SIGHT DISTANCE TRIANGLES SHALL BE LIMBED UP TO A HEIGHT OF 10 FEET CONSISTENT WITH ANSI A300 STANDARDS TO PROVIDE FOR SIGHT DISTANCE VISIBILITY.
--

TREE LEGEND				
SYMBOL	BOTANICAL / COMMON NAME	SIZE	QTY	TREE UNITS
TREES				
	EXISTING TREES - RETAIN & PROTECT PER PLANS	see sht. TI	7	74.5
	CORNUS X RUTDAN' CELESTIAL DOGWOOD	2" cal.	1	1
	CORNUS X KOUSA 'STARLIGHT' STARLIGHT DOGWOOD	2" cal.	22	22
	MAGNOLIA VIRGINIANA 'MOONGLOW' MOONGLOW MAGNOLIA	2" cal.	17	17
	PARROTIA PERSICA 'RUBY VASE' RUBY VASE PERSIAN PARROTIA STREET TREE	2" cal.	24	0
	ZELKOVA SERRATA 'CITY SPRITE' CITY SPRITE ZELKOVA STREET TREE	2" cal.	17	0
TOTAL TREES PLANTED			87	
TOTAL TREE UNITS			120.5	
GROUNDCOVERS				
	ARCTOSTAPHYLOS UVA URSI 'MASS.' MASSACHUSETTS KINNICKINICK OR RUBUS CALYCINOIDES CREEPING RASPBERRY OR LAWN	1 GAL.	30' O.C.	
	NATIVE UNDERSTORY. REFER TO MITIGATION PLAN BY OTHERS	1 GAL.	30' O.C.	

REFER TO SHEET L2 FOR LANDSCAPE DETAILS & NOTES.

REQUIRED MAINTENANCE PRUNING

PRUNING OF DECIDUOUS TREES SHALL BE PERFORMED ON NEWLY PLANTED DECIDUOUS TREES PURSUANT TO THE FOLLOWING SCHEDULE AND STANDARDS:
A. YEAR 1 - ONLY DEAD, BROKEN OR CROSSING BRANCHES SHALL BE PRUNED WHEN THE TREE IS PLANTED.
B. YEAR 2 - A CLASS 1 PRUNE, PURSUANT TO NATIONAL ARBORIST ASSOCIATION STANDARDS, SHALL BE PERFORMED DURING YEAR TWO. THE PURPOSE OF THIS PRUNING IS TO ESTABLISH PROPER SCAFFOLD BRANCHING, RAISE THE CROWN FOR ROAD/SIDEWALK CLEARANCE, AND REMOVE ANY DEAD, DYING OR CROSSING BRANCHES.
YEAR 3 - A CLASS 1 PRUNE, PURSUANT TO NATIONAL ARBORIST ASSOCIATION STANDARDS, SHALL BE PERFORMED DURING YEAR THREE. THE PURPOSE OF THIS PRUNING IS TO CONTINUE TO ESTABLISH THE PROPER SCAFFOLD BRANCHING, CONTINUE TO RAISE THE CROWN FOR ROAD AND SIDEWALK CLEARANCE, AND TO REMOVE ANY DEAD, DYING OR CROSSING BRANCHES.
CONIFER TREES, PRUNING/SHEARING SHALL BE PERFORMED ON NEWLY PLANTED CONIFER TREES ACCORDING TO THE FOLLOWING SCHEDULE AND STANDARDS:
A. YEAR 1 - ONLY DEAD AND BROKEN BRANCHES AND/OR DOUBLE LEADERS SHALL BE PRUNED WHEN THE TREE IS PLANTED.
B. YEAR 2 - DEPENDING ON SPECIES, THE TREE SHALL BE PRUNED/SHEARED TO ENCOURAGE ONE CENTRAL LEADER. LOWER BRANCHES SHALL BE PRUNED AS NEEDED TO PROVIDE CLEARANCE.
C. YEAR 3 - DEPENDING ON SPECIES, THE TREE SHALL BE PRUNED/SHEARED TO ENCOURAGE ONE CENTRAL LEADER. LOWER BRANCHES SHALL BE PRUNED AS NEEDED TO PROVIDE CLEARANCE.

IRRIGATION NOTE

ALL LANDSCAPE AREAS SHALL BE HAND WATERED OR IRRIGATED WITH AN AUTOMATIC DRIP AND/OR SPRAY IRRIGATION SYSTEM. REFER TO CIVIL ENGINEERING PLANS FOR WATER SOURCE.



DRAWN: VH	CHECKED: CB
SCALE: 1" = 30'-0"	DATE: 10.24.23
JOB #: 23-1840	
ISSUED FOR: PLR	
REVISIONS:	
△ FC 12-08-23	
△ Oaks 02-19-24	
△	
△	
△	
SHEET NAME:	
PRELIMINARY LANDSCAPE & TREE PLAN (LEVEL V)	
SHEET #:	



4400 NE 77th Avenue
Suite 275
VANCOUVER, WA 98662
VOICE: 360-750-9000 FAX: 360-713-6102
www.planningsolutionsinc.com



11101 & 11117 SE 19TH ST
Vancouver, Washington 98664



STREET TREES WITHIN SIGHT DISTANCE TRIANGLES SHALL BE LIMBED UP TO A HEIGHT OF 10 FEET CONSISTENT WITH ANSI A300 STANDARDS TO PROVIDE FOR SIGHT DISTANCE VISIBILITY.



1. ALL BOUNDARIES, EASEMENTS, UTILITIES AND LEGAL ENCUMBRANCES TO BE CONFIRMED WITH OWNER PRIOR TO BEGINNING WORK. PROPERTY LINES AND SURVEY INFORMATION PROVIDED BY FLS ENGINEERING.
2. IN NO WAY IS THIS PLAN TO BE INTERPRETED TO EXCEED THE LEGAL BOUNDARIES OF THE OWNER'S REAL PROPERTY.
3. THE LANDSCAPE DESIGNER ASSUMES NO RESPONSIBILITY FOR THE LOCATION OF BOUNDARIES, UTILITIES AND WEIR AND WATER.
4. THIS PLAN SHALL BE INSTALLED TO MEET ALL APPLICABLE CITY, COUNTY, STATE AND FEDERAL CODES.
5. THIS PLAN SHALL BE CONSIDERED PRELIMINARY UNTIL APPROVED BY ALL GOVERNING AGENCIES.
6. IMPLEMENTATION OF THIS PLAN SHALL NOT PROCEED UNTIL ISSUANCE OF ALL RELATED PERMITS.
7. PLANT QUANTITIES ARE FOR INFORMATION ONLY. IN CASE OF ANY DISCREPANCY, THE PLAN SHALL GOVERN.
1. ALL WORK IS TO BE PERFORMED BY LICENSED CONTRACTORS AND EXPERIENCED WORKERS.
2. THE CONTRACTOR IS TO VERIFY THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES PRIOR TO BEGINNING ANY EXCAVATION. CONTRACTOR SHALL REPAIR ANY DAMAGE TO UTILITIES CAUSED BY THE CONTRACTOR WORK TO THE OWNER. CONTACT ALL UTILITY PROVIDERS SERVING THE SITE AREA 48 HOURS PRIOR TO ANY EXCAVATION.
3. ALL PLANT MATERIALS SHALL MATCH SPECIFICATIONS PER SPECIES AND SHALL COMPLY WITH ANSI Z60.1 'STANDARD FOR NURSERY STOCK'.
10. THE CONTRACTOR SHALL ADHERE TO THE WASHINGTON ASSOCIATION OF NURSERYMEN'S GUIDELINES FOR PLANTING PRACTICES.
11. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING ELEMENTS ON AND OFF SITE, RESULTING FROM THE CONTRACTOR'S WORK.
12. THE CONTRACTOR IS RESPONSIBLE FOR THE VIABILITY OF ALL PLANT MATERIAL FOR 2 YEARS AFTER COMPLETION OF PLANTING. DISEASED, DYING, OR DEAD PLANT MATERIAL SHALL BE REPLACED BY THE CONTRACTOR DURING THE TWO YEAR PERIOD AND MAINTAINED FOR AN ADDITIONAL 2 YEAR PERIOD.
13. IMMEDIATELY UPON BID AWARD, CONTRACTOR SHALL SECURE THE PLANT MATERIALS AS SPECIFIED FROM AVAILABLE SOURCES. IN THE EVENT THAT PLANT MATERIALS ARE NOT AVAILABLE, CONTACT LANDSCAPE ARCHITECT FOR APPROVED SUBSTITUTIONS. NO SUBSTITUTION FOR PLANT MATERIAL WILL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT.
14. TOP SOIL SHALL BE SUBSTITUTED WITH 3" OF FIR BARK MULCH. SUBMIT SAMPLE TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO CONSTRUCTION.
15. TREE LOCATIONS MAY BE ADJUSTED IN THE FIELD TO SUIT SITE REQUIREMENTS AS DIRECTED BY THE LANDSCAPE ARCHITECT.
16. THE CONTRACTOR SHALL ENSURE THAT ALL EXCAVATED PLANTING PITS HAVE POSITIVE DRAINAGE. PLANT PITS FULLY FLOODED WITH WATER SHALL DRAIN WITHIN (12) HOURS OF FILLING.
17. FINISH GRADE SHALL BE SET TO ALLOW POSITIVE DRAINAGE.
18. ROTOTILL 2" OF COMPOST INTO ALL PLANTED AREAS.
19. INCORPORATE PEAT INTO THE ROOT ZONE OF RHODODENDRONS, AZALEAS AND OTHER ACID LOVING PLANTS.
20. INCORPORATE COMPOST INTO THE ROOT ZONE OF ALL PLANT PLANTINGS.
21. NONSTAR, OR APPROVED EQUIV. PREEMERGENT HERBICIDE TO BE APPLIED TO ALL PLANTED AREAS PER MANUFACTURERS INSTRUCTIONS.
22. EXISTING VEGETATION TO BE SPRAYED WITH ROUNDUP, OR APPROVED EQUAL, PER MANUFACTURERS INSTRUCTIONS. SUFFICIENT TIME SHALL BE GIVEN TO ALLOW EXISTING MATERIAL TO DIE. REMOVE EXISTING 27. THE PROPERTY OWNER IS RESPONSIBLE FOR MAINTAINING TURF PLANTED WITHIN THE RIGHT OF WAY.
23. CROWN LAWN AREAS AND GRADE TO PROVIDE POSITIVE DRAINAGE.
24. ROLL LAWN GRADE TO INSURE PROPER COMPACTION TO MINIMIZE SETTLING.
25. AVOID SOIL LAWN AREAS 220 LBS. OF 10-20-30 SLOW RELEASE FERTILIZER OR EQUIVALENT. PROVIDE A 3" LAYER OF SANDY LOAM TOPSOIL FOR LAWN AND BED AREA.
26. SEED LAWN AREAS WITH GRASS SEED. MANUFACTURER'S RECOMMENDATIONS. COVER SEED WITH FINE MULCH APPLIED WITH ROLLER OR HYDROSEED.
27. THE PROPERTY OWNER IS RESPONSIBLE FOR MAINTAINING TURF PLANTED WITHIN THE RIGHT OF WAY.
28. PLANT MATERIAL SHALL BE PLANTED 1/4" ABOVE FINISHED GRADE TO ALLOW POSITIVE DRAINAGE AWAY FROM PLANTS.
29. STAKE ALL TREES OVER 6 FT. IN HEIGHT PER DETAILS ON THIS SHEET.
30. REFER TO DETAILS FOR ADDITIONAL INFORMATION.
31. ALL PLANTING SHALL BE HAND WATERED OR IRRIGATED BY AN AUTOMATIC UNDERGROUND SPRINKLER SYSTEM.
32. ALL PLANT MATERIALS FURNISHED ARE TO BE HEALTHY, UNIFORMLY BRANCHED AND WITH WELL DEVELOPED FIBROUS ROOT SYSTEMS.
33. ALL PLANT MATERIALS FURNISHED ARE TO BE FREE FROM DEAD OR BROKEN BRANCHES, LICHENS, SCARS, BROKEN BARK OR WOUNDS. ALL PLANT MATERIALS WILL BE INSECT, MITE, AND DISEASE FREE ACCORDING TO THE REQUIREMENTS OF THE WASHINGTON STATE DEPARTMENT OF AGRICULTURE FOR NURSERY PLANT.
34. ALL PRUNING WOUNDS MUST BE WELL HEALED WITH NO EVIDENCE OF DECAY.
34. FIELD CONFIRM ALL SITE CONDITIONS, AREAS AND SIZES PRIOR TO BIDDING & CONSTRUCTION. DO NOT SCALE FROM PLANS.

SHEET NAME:
**PLANTING
DETAILS**

L2

SHEET 4 OF 4



4400 NE 77th Avenue
Suite 275

VOICE: 360-750-9000 FAX: 360-713-6102

www.planningsolutionsinc.com



19th STREET TERRACE

11101 & 11117 SE 19TH ST
Vancouver, Washington 98664

DRAWN: CB	CHECKED: CB
SCALE: 1" = 30'-0"	DATE: 10.29.23
JOB #: 23-1840	

ISSUED FOR: PLR

REVISIONS:

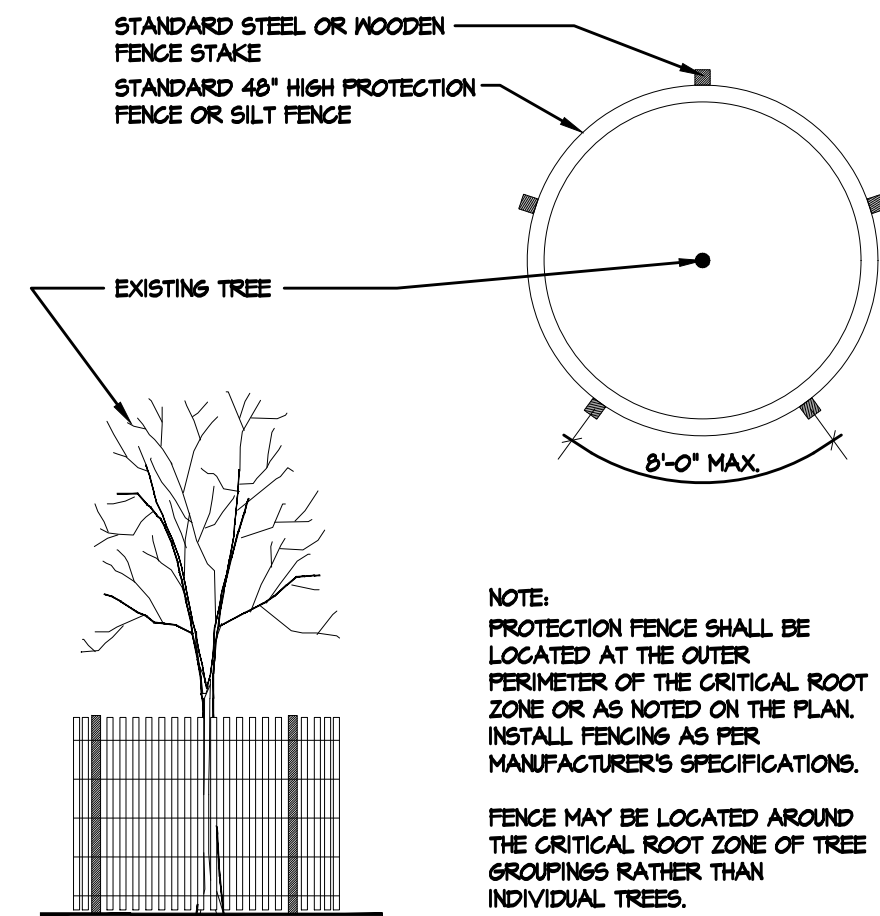
1	FC 12-08-23
2	Oaks 02-14-24
3	
4	
5	
6	

SHEET NAME:
**EXISTING TREE &
SOIL PROTECTION
PLAN (LEVEL V)**

SHEET #:

T1

SHEET 1 OF 4



A Tree Protection Fencing Detail

Not To Scale

SECTION / PLAN VIEW

SOIL PROTECTION NOTES

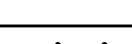
- 1) Refer to the grading plan prepared by the civil engineer for additional information.
- 2) No grading operations shall take place within the critical root zones of the off-site trees.
- 3) Stockpile existing topsoil during grading operations and replace prior to planting. Stockpiled shall be placed in a controlled area not adjacent to public resources or critical areas.
- 4) The duff layer and native topsoil shall be retained in an undisturbed state to the maximum extent possible.
- 5) All areas subject to clearing and grading that have not been covered by impervious surfaces, incorporated into a drainage facility or engineered as structural fill or slope shall receive the previously stockpiled topsoil.
- 6) The stockpiled topsoil shall be placed in the areas defined above to achieve an 8" layer of topsoil. Subsoils below the topsoil layer shall be scarified at least to a 4" depth with some incorporation of the stockpiled topsoil to avoid stratified layers.
- 7) Prior to placement of the stockpiled topsoil the contractor shall confirm the topsoil has a minimum organic matter content of ten percent dry weight in planting beds and 5 percent dry weight in turf areas. In addition the topsoil shall have a pH from 6.0 to 8.0 or matches the pH of the original undisturbed soil. Test results shall be submitted to the project manager.
- 8) The quality of compost and other materials used to meet the organic content requirements must have an organic matter content of 35% to 65%, and a carbon to nitrogen ratio near 25:1.
 - a. The organic content for "pre-approved" amendment rates can be met only by using a compost material that meets the definition of "composted materials" in WAC 179-350-220.
 - b. Calculated amendment rates may be met through the use of composted materials as defined above; or other organic materials amended to meet the carbon to nitrogen ratio requirements, and meeting the contaminant standards of Grade A Compost.

SITE STATISTICS

3.24± AC	SITE AREA
176	NUMBER OF JURISDICTIONAL TREES TO BE REMOVED*
183	NUMBER OF JURISDICTIONAL TREES ON SITE*

*REFER TO SHEET T2 FOR TREE MATRIX

SYMBOL LEGEND

SYMBOL	DESCRIPTION
	EXISTING TREE
	EXISTING TREE TO BE REMOVED
	CRITICAL ROOT ZONE AREA
	TREE PROTECTION FENCE LOCATION (4' CHAIN LINK, ORANGE P.V.C. FENCE OR SILT FENCE) (ALSO DENOTES AREA WHERE NO IMPACTS TO CRITICAL ROOT ZONE SHALL OCCUR). SEE DETAIL THIS SHEET.

TREE PROTECTION TIME LINE & NARRATIVE

EXISTING ON-SITE AND OFF-SITE TREE LOCATIONS AND SIZES HAVE BEEN OBTAINED VIA SURVEY INFORMATION AND SITE OBSERVATIONS.

164 EXISTING TREES WITHIN THE PROJECT BOUNDARY ARE PROPOSED TO BE REMOVED DUE TO CONFLICTS WITH THE PROPOSED SITE GRADING, ROAD, AND DRIVEWAY IMPROVEMENTS.

TREE PROTECTION FENCING SHALL BE PLACED AS SHOWN TO PROTECT THE EXISTING TREES NOTED FOR RETENTION.

TREE PROTECTION / EROSION CONTROL FENCING SHALL BE ESTABLISHED PRIOR TO EXCAVATION. IT IS RECOMMENDED TO BE INSTALLED AT THE SAME TIME EROSION CONTROL MEASURES ARE INSTALLED. WHERE TREE FENCE AND EROSION CONTROL FENCE ARE LOCATED AT THE SAME LOCATION, EROSION FENCE THEN SERVES AS TREE PROTECTION FENCE. SEE DETAIL THIS SHEET.

TREE PROTECTION NOTES

- 1) No person may conduct any of the following activities within the drip line of the trees designated to remain including, but not limited to: parking equipment, fueling, servicing equipment, placing solvents, storing building material and soil deposits, dumping concrete washout and locating burn holes.
- 2) During construction, no person shall attach any object to the trees designated for protection.
- 3) The contractor shall follow the grading plan provided by the project civil engineer. Grading activities shall be conducted in a manner to minimize the impacts to the trees marked for preservation.
- 4) The excavator shall keep a sharp pair of loppers and a sharp 12" pruning saw accessible on-site during grading operations. Any roots larger than 1 1/2" shall be pruned to the face of the cut (using a sharp pair of loppers or a sharp 12" pruning saw) and shall not be torn from the ground by mechanical excavation.
- 5) Special care shall be exercised in working within 20 feet of the trees to be retained. This includes hand excavating the roots at the edge of the excavation and cutting roots with a lopper or pruning saw. Pruning the roots at the edge of excavation will minimize breakage of healthy roots beyond the edge of the proposed excavation.
- 6) Except for the proposed improvements shown within the drip lines of the trees noted to be retained the grade shall not be elevated or reduced from existing grade.
- 7) If the grade adjacent to a preserved tree is raised such that it could slough or erode into the tree's drip line, it shall be permanently stabilized.
- 8) The trees noted to be retained shall be protected from erosion and sedimentation. Clearing operations shall be conducted so as to expose the smallest practical area of soil to erosion for the least possible time. Refer to the project's erosion control plan for more information.
- 9) The project shall not install an impervious surface other than those specifically shown on the plans within the drip line of the trees to be retained.
- 10) Utility trenches shall be located outside of the drip line of the trees to be retained.
- 11) Ongoing Tree Maintenance shall be the responsibility of the land owner. Trees shall be maintained in accordance with ANSI American National Standards Institute's as well as other applicable Federal, State and Local standards pertaining to Tree Care Operations.

- ANSI Z133 Arboricultural Operations: Safety Requirements
- ANSI A300 Part 1 Pruning

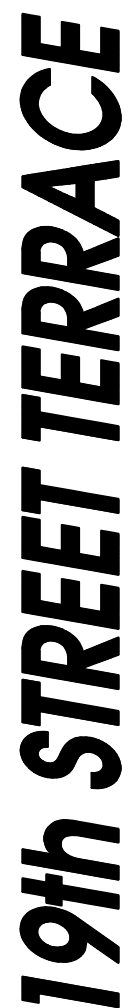
DISCLAIMER AND LIMITATIONS: ANY WORK CONTAINED HEREIN INCLUDING BUT NOT LIMITED TO PLANS AND DOCUMENTS ARE INSTRUMENTS OF SERVICE INTENDED FOR USE IN CONNECTION WITH THIS PROJECT. ALL WORK SHALL BE CONSIDERED CONCEPTUAL AND SUBJECT TO CHANGE. THESE INSTRUMENTS OF SERVICE SHALL BE CONSIDERED GENERAL AND NOT BE VERIFIED DUE TO THE HIGH DEGREE OF UNCERTAINTY AMONGST OTHER A PROFESSIONAL DESIGNERS OF SERVICE SHALL NOT BE USED AS THE BASIS FOR A FINANCIAL EVALUATION OR CONSTRUCTION COSTS. ESTIMATING, SO ASSURANCES ARE OFFERED OR IMPLIED AS TO THE OVERALL FEASIBILITY OF THE PROJECT. ALL WORK SHALL BE SUBJECT TO REVIEW AND FINAL APPROVAL BY ALL APPROPRIATE FEDERAL, STATE AND LOCAL AGENCIES AND SHALL CONTAIN THE PROFESSIONAL SEAL AND SIGNATURE OF ALL REQUIRED DESIGN PROFESSIONALS PRIOR TO ANY USE OF THESE DOCUMENTS' PLANNING SOLUTIONS, INC. AND ITS CONSULTANTS SHALL BE DEFERRED TO ANCHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL



4400 NE 77th Avenue
Suite 275

VOICE: 360-750-9000 FAX: 360-713-6102

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11101 & 11117 SE 19TH ST
Vancouver, Washington 98664

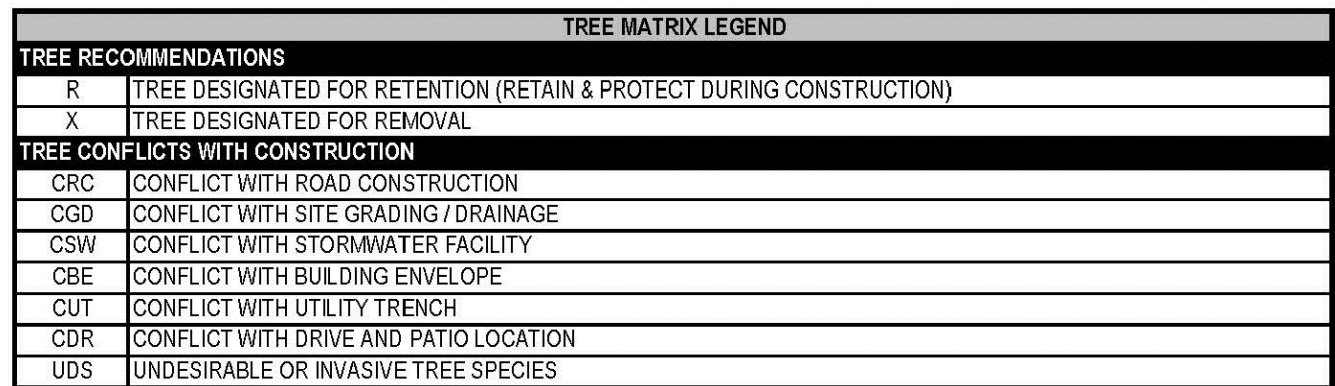
ISSUED FOR: PLR

SHEET NAME:

SHEET #:

T2

SHEET 2 OF 4



EXISTING TREE MATRIX									
#	TYPE	COMMENTS		SIZE	RECOMMENDATIONS			UNITS	
77	Unknown - Dead	CGD	CDR	14"	X				
78	Douglas Fir	CGD		16"	X				
79	Pine	CGD	CBE	16"	X				
80	Unknown - Dead	CGD	CBE	16"	X				
81	Maple	CGD	CBE	8"	X				
82	Cedar	CGD		8"	X				
83	Oregon Ash	CGD	CBE	20"	X				
84	Oregon Ash	CGD	CBE	14"	X				
85	Oregon White Oak	CGD	CBE	34"	R			12	
86	Birch	CGD	CBE	3"	X				
87	Fir	CGD	CBE	12"	X				
88	Oregon Ash	CGD		12"	X				
89	Oregon Ash	CGD		14"	X				
90	Oregon Ash	CGD		40"	X				
91	Oregon Ash	CGD		24"	X				
92	Douglas Fir	CGD	CDR	24"	X				
93	Maple	CGD		22"	X				
94	Cedar	CRG		30"	X				
95	Douglas Fir	CRG		26"	X				
96	Pine	CRG		14"	X				
97	Pine	CRG		12"	X				
98	Maple	CRG		12"	X				
99	Maple	CRG		24"	X				
100	Maple	CRG		20"	X				
101	Douglas Fir	CRG		8"	X				
102	Birch	CRG		2 X 14"	X				
103	Birch	CRG		14"	X				
104	Cherry	CGD	CDR	20"	X				
105	Maple	CGD	CDR	8"	X				
106	Birch	CRG		14"	X				
107	Tupelo	CRG		14"	X				
108	Birch	CRG		12"	X				
109	Birch	CRG		12"	X				
110	Birch	CRG		22"	X				
111	Oak	CRG		10"	X				
112	Sequoia	CGD	CDR	20"	X				
113	Ginkgo	CGD	CRG	10"	X				
114	Sequoia	CGD	CDR	32"	X				
115	Sequoia	CGD	CDR	40"	X				
116	Walnut	CGD	CRG	2 X 20"	X				
117	Unknown - Dead	CGD		4 X 12"	X				
118	Maple	CRG		24"	X				
119	Maple	CGD	CBE	8"	X				
120	Maple	CGD	CBE	10"	X				
121	Maple	CGD	CBE	32"	X				
122	Maple	CGD	CBE	30"	X				
123	Magnolia	CGD		2 X 10"	X				
124	Princess Tree	CGD	CBE	30"	X				
125	Maple	CGD		2 X 20"	X				
126	Maple	CGD	CBE	30"	X				
127	Douglas Fir	CGD	CBE	26"	X				
128	Douglas Fir	CGD	CBE	22"	X				
129	Tupelo	CGD	CBE	12"	X				
130	Birch	CGD	CDR	2 X 12"	X				
131	Sequoia	CGD	CDR	52"	X				
132	Douglas Fir	CGD	CBD	X 12"	X				
133	Pine	CGD		22"	X				
134	Pine	CGD	CDR	10"	X				
135	Pine	CGD	CDR	14"	X				
136	Dogwood	CGD	CBE	10"	X				
137	Birch	CGD	CBE	10"	X				
138	Maple	CGD	CBE	24"	X				
139	Maple	CGD	CBE	3 X 20"	X				
140	Cedar	CGD	CBE	14"	X				
141	Douglas Fir	CGD	CBE	18"	X				
142	Douglas Fir	CGD	CBE	20"	X				
143	Maple	CGD		12"	X				
144	Maple	CGD		18"	X				
145	Maple	CGD		2 X 10"	X				
146	Douglas Fir	CGD		16"	X				
147	Maple	CGD	CBE	5 X 12"	X				
148	Maple	CGD	CBE	12"	X				
149	Maple	CGD	CDR	2 X 8"	X				
150	Douglas Fir	CGD	CDR	2 X 26"	X				
151	Maple	CGD		14"	X				
152	Maple	CGD	CBE	12"	X				
153	Douglas Fir	CGD	CBE	22"	X				
154	Douglas Fir	CGD	CBE	18"	X				
155	Douglas Fir	CGD	CBE	22"	X				
156	Maple	CGD	CDR	3 X 10"	X				
157	Spruce	CGD	CBE	18"	X				
158	Linden	CGD	CBE	9"	X				
159	Maple	CGD	CBE	36"	X				
160	Maple	CGD		20"	X				
161	Rhododendron	CGD		14"	X				
162	Maple	CGD		2 X 18"	X				
163	Maple	CGD		16"	X				
164	Cedar	CGD		14"	X				
165	Maple	CGD		14"	X				
166	Hinko	CGD		6"	X				
167	Maple	CGD	CBE	14"	X				
168	Pine	CGD	CBE	14"	X				
169	Douglas Fir	CGD		12"	X				
170	Tulip Tree	CGD		20"	X				
171	Oregon Ash	CGD		12"	X				
172	Maple	CGD		20"	X				
173	Cedar	CGD	CBE	22"	X				
174	Maple	CGD		12"	X				
175	Maple	CGD		16"	X				
176	Maple	CGD		18"	X				
177	Oregon Ash	CGD	CBE	12"	X				
178	Douglas Fir	CGD		18"	X				
179	Maple	CGD		2 X 14"	X				
180	Douglas Fir	CGD		18"	X				
181	Birch	CGD		8"	X				
182	Liquidamber	CGD	CBE	16"	X				
183	Douglas Fir	CGD		16"	X				
184	Maple	offsite		2 X 30"	R				
Total Units							74		

[illegible]



Evergreen Public Schools

Transportation Department

13909 NE 28th St. P.O. Box 8910 Vancouver, WA 98668-8910
(360) 604-4950 Fax: (360) 604-4962

August 25, 2023

Lisa Harker
PLS Engineering
604 W Evergreen Blvd
Vancouver, WA 98660

RE: 19th Street Terrace

Dear Lisa,

After reviewing the information you sent regarding the 19th Street Terrace Subdivision development at 11101 and 11117 SE 19th St, it is determined the Evergreen School District does provide school bus services to that area for High School, Middle School and Elementary School.

The proposed development falls within Mt. View High School, Wy'East Middle School and Ellsworth Elementary School boundaries.

The current nearby bus stops serving all three schools is: SE 113th Ave and SE 19th St.

As construction takes place, families move in and students register for school, the routes will be reviewed and modified within our regulations as necessary.

If you have any questions you can reach me at 360-604-4950 ext 1208.

Sincerely,

Doreen Lane

Doreen Lane
Transportation Supervisor
Doreen.lane@evergreenps.org

EXHIBIT E



SUBMIT TO:

City of Vancouver
Community & Economic Development
415 W. 6th ST
Vancouver, WA 98660
www.cityofvancouver.us

SEPA ENVIRONMENTAL CHECKLIST

WAC 197-11-960

Property Owner:	<u>Michael Buckmeir/ Robert & Barbara MacArthur</u> (Print or Type Name)	Telephone:	
Mailing Address:	<u>232 Farm Supply Rd. Lacey Springs, AL 35754 / 1117 SE 19th St., Vancouver, WA 98664</u> (No., City, State, ZIP)		
Applicant:	<u>Ginn Group, LLC – contact Chad Stewart</u> (Print or Type Name)	Telephone:	<u>360-608-6026</u>
Mailing Address:	<u>502 NE 72nd St. Vancouver, WA 98665</u> (No., City, State, ZIP)		
Relationship to Owner:	<u>buyer</u>		
Tax Assessor Serial Number(s):	<u>113115000, 113116000, 113110000, 113125000</u>		
Legal description:	Lot(s)	#Columbia HD Lots #	Block(s) Plat name
		1-Lot 53, 2-Lot 53 and	
		54, 3 – Lot 53	
(If a Metes and Bounds description, check here ☐ , and attach narrative to this application.)			
Site Address (if any):	<u>11101 SE 19th Street, Vancouver, WA</u>		

② Include 8½" x 11" copies of ☐Quarter Section Map, ☐Topographic Map, ☐ Scaled Site Plan. Delineate site on maps.
Notice to Applicants: You must use the current revision of this form or your application will not be accepted. If you use our disk version of this form (MS Word 6.0) you may not alter the format. Make sure you have the current version before submittal.

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants: [\[help\]](#)

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals: [\[help\]](#)

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected

geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. BACKGROUND [\[help\]](#)

1. Name of proposed project, if applicable: [\[help\]](#)

19th Street Terrace

2. Name of applicant: [\[help\]](#)

Ginn Group, LLC

3. Address and phone number of applicant and contact person: [\[help\]](#)

Chad Stewart – (360) 608-6026
502 NE 72nd Street
Vancouver, WA 98665

4. Date checklist prepared: [\[help\]](#)

October 25, 2023

5. Agency requesting checklist: [\[help\]](#)

City of Vancouver

6. Proposed timing or schedule (including phasing, if applicable): [\[help\]](#)

Development is expected to start at the time of the final construction drawing approval. No phasing is proposed.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [\[help\]](#)

Not at this time.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [\[help\]](#)

SEPA Checklist, Geotechnical Report, Archaeological
Predetermination, Critical Areas Report and Mitigation Plan

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. [\[help\]](#)

There are no other applications that are pending for governmental approvals directly affecting the property.

10. List any government approvals or permits that will be needed for your proposal, if known. [\[help\]](#)

- Preliminary Type IV Rezone & Subdivision Review
- Public notification and staff report publications
- Land Use Hearing Examiner Decision
- City Council Approval
- Final engineering plan review and approval
- Final Plat Approval
- SEPA
- NPDES

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) [\[help\]](#)

The project site is zoned R-9 (Residential) with a comprehensive plan designation of UL (Urban Low). The applicant proposes a rezone to R-17, also an Urban Low designation. The site covers 3.5 acres. 47 single-family lots are proposed utilizing zero lot line development standards.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. [\[help\]](#)

The site address is 11101 and 11117 SE 19th Street, Vancouver, WA and is located in the Northwest ¼ of Section 03 and Northeast ¼ of Section 04, Township 1 North, Range 2 East, and the Southwest ¼ of Section 34 and the Southeast ¼ of Section 33, Township 2 North, Range 2 East, of the Willamette Meridian. The site is identified as tax serial numbers 113115000, 113116000, 113110000 and 113125000.

B. ENVIRONMENTAL ELEMENTS [\[help\]](#)

1. Earth

- a. General description of the site [\[help\]](#)
(circle one): Flat, rolling, hilly, steep slopes, mountainous,
other _____
- b. What is the steepest slope on the site (approximate percent slope)? [\[help\]](#)

Approximately 10-15%.

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. [\[help\]](#)

Per Clark County GIS data the site contains the following soils:

LgB – Lauren Gravelly loam, 0-8% slopes

HsB – Hillsboro boulder silt loam – 3-8% slopes

Rk – Rock land

It is unknown whether the soils have any agricultural significance.

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [\[help\]](#)

No, there are no surface indications or history of unstable soils.

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. [\[help\]](#)

There will be grading for the construction of roads, driveways, the installation of utilities, and the preparation of the site for single family residential housing. Surplus material may be required to be hauled from the site to an approved dump site or offsite fill may be required. Approximately 6880 cubic yards of cut and 9850 cubic yards of fill are expected, however these numbers are an estimate and may change during final engineering design and review.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [\[help\]](#)

Standard erosion control measures will be followed during grading construction on the site. A final erosion control plan will be reviewed and approved by City of Vancouver prior to construction on the site. A copy of that final erosion control plan will be filed with the final construction plans with City of Vancouver Public Works.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? [\[help\]](#)

The site will be approximately 60% impervious surfaces post-development.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [\[help\]](#)

Proposed measures to reduce and control erosion include providing an erosion control plan for review and approval prior to starting construction on the site and following the conditions of the approved drainage and erosion control plan during all phases of construction.

2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. [\[help\]](#)

Construction equipment emissions and dust on the short term. Long-term emissions will be produced by automobile traffic and normal residential activities, possibly including wood burning stoves and fireplaces.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [\[help\]](#)

There are no known off-site sources of emissions or odor that would affect the proposal.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any: [\[help\]](#)

Dust from construction can be mitigated by sprinkling the site with water during construction as needed.

3. Water

- a. Surface Water: [\[help\]](#)
- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. [\[help\]](#)

There are no surface water bodies on the site or in the immediate vicinity per the Critical Areas Report for the site.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [\[help\]](#)

No, there are no water bodies within 200' of the site.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. [\[help\]](#)

Not applicable.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

There will be no surface water withdrawals or diversions.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [\[help\]](#)

No, the site does not lie within a 100-year floodplain.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. [\[help\]](#)

No, there are no proposals to discharge of waste material to surface waters.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

No ground water will be withdrawn from the site. Stormwater runoff from the site will be collected, treated, and routed to infiltration trenches on site.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. [\[help\]](#)

No waste material is proposed to be discharged into the ground.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. [\[help\]](#)

The main source of runoff is from stormwater. There will runoff from impervious roof area, driveways, roadways, and landscaped areas. Stormwater runoff from the site will be collected, treated, and routed to onsite infiltration trenches.

- 2) Could waste materials enter ground or surface waters? If so, generally describe. [\[help\]](#)

Yes, if waste materials were somehow released or dumped into surface runoff flows, substances associated with the source material could enter ground or other surface waters.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No.

- 4) Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

All stormwater runoff is proposed to be routed to a onsite infiltration trenches.

4. Plants [\[help\]](#)

- a. Check the types of vegetation found on the site: [\[help\]](#)
☒ deciduous tree: alder, maple, aspen, other : cherry, birch, Oregon white oak, hazelnut, hawthorn, ash
☒ evergreen tree: fir, cedar, pine, other
☒ shrubs
☒ grass
☐ pasture
☐ crop or grain
☐ Orchards, vineyards or other permanent crops.
☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
☐ water plants: water lily, eelgrass, milfoil, other
☒ other types of vegetation: Himalyan blackberry, swordfern, false lily of the valley, geranium

- b. What kind and amount of vegetation will be removed or altered? [\[help\]](#)

The majority of the site vegetation will be stripped for site preparation.

- c. List threatened and endangered species known to be on or near the site. [\[help\]](#)

Oregon white oak.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [\[help\]](#)

Two tracts will retain the majority of the Oregon white oaks onsite. The single-family homes will be landscaped with grass lawns or other appealing landscaping.

- e. List all noxious weeds and invasive species known to be on or near the site.

Himalyan blackberry

5. Animals

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include: [\[help\]](#)

birds: hawk, heron, eagle, songbirds, other:

Local birds are observed on the site and in the area.

mammals: deer, bear, elk, beaver, other:

Small mammals, such as mice, voles, and rabbits are located on and near the site. This site is also in an area where larger mammals, such as raccoons, opossum, and mammals indigenous to the Clark County area are sometimes located.

fish: bass, salmon, trout, herring, shellfish, other:

- b. List any threatened and endangered species known to be on or near the site. [\[help\]](#)

There are no known threatened or endangered species on or near the site.

- c. Is the site part of a migration route? If so, explain. [\[help\]](#)

This site is part of the Pacific Flyway for migratory waterfowl.

- d. Proposed measures to preserve or enhance wildlife, if any: [\[help\]](#)

The future homes will be landscaped with grass lawns or other appealing landscape. Two tracts will retain the majority of the Oregon white oaks onsite.

- e. List any invasive animal species known to be on or near the site.

None known.

6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. [\[help\]](#)

The new homes on the site will be served primarily by electricity and natural gas. Wood stoves might be used for heating. Other forms of energy will depend on homeowners.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. [\[help\]](#)

No, the developed site will not affect the potential use of solar energy by adjacent properties.

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: [\[help\]](#)

The new homes will comply with the state building codes which includes conservation measures.

7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. [\[help\]](#)

There are no known environmental health hazards that could occur as a result of this proposal.

- 1) Describe any known or possible contamination at the site from present or past uses.

There are no known possible contaminants at the site from present or past uses. Utilizing the Department of Ecology's (DOE), "What's in My Neighborhood" online mapping tool, there is one clean-up site within 0.25 miles of the site. The *Grozav Property* site is awaiting cleanup.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

None known.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

There are no known toxic or hazardous chemicals that will be stored, used, or produced during project development or construction.

- 4) Describe special emergency services that might be required.

There are no special emergency services that might be required, outside of those normally expected for a typical residential development, in association with the proposal.

- 5) Proposed measures to reduce or control environmental health hazards, if any:

There are no proposed measures to reduce or control environmental health hazards.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? [\[help\]](#)

Light traffic noise from surrounding areas/roads along with typical residential noises. None of these will affect the proposal.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. [\[help\]](#)

Short term noises would include construction noises which would occur during approved hours as mandated by The City of Vancouver and Washington State. Long term noises could include slight increase in traffic noise and normal household noises.

- 3) Proposed measures to reduce or control noise impacts, if any: [\[help\]](#)

Construction activities will only be performed during City of Vancouver approved construction hours.

8. Land and shoreline use

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. [\[help\]](#)

The site is currently occupied by 2 single-family homes. Surrounding parcels to the east, north and south are developed with single family homes. To the south is State Route 14. This development will not affect those current land uses.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? [\[help\]](#)

The applicant is not aware of the site ever having been used as working farmlands or working forest lands.

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

Not to the applicant's knowledge.

- c. Describe any structures on the site. [\[help\]](#)

There are 2 existing homes on site.

- d. Will any structures be demolished? If so, what? [\[help\]](#)

Both structures will be demolished.

- e. What is the current zoning classification of the site? [\[help\]](#)

The site is zoned R-9, Low Density Residential.

- f. What is the current comprehensive plan designation of the site? [\[help\]](#)

UL-Urban Low Density Residential

- g. If applicable, what is the current shoreline master program designation of the site? [\[help\]](#)

There is no shoreline designation for the site.

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify. [\[help\]](#)

The site contains Oregon white oak habitat.

- i. Approximately how many people would reside or work in the completed project? [\[help\]](#)

It is currently planned that this development will contain 47 residential lots. At 2.8 people per household there would be approximately 132 people residing within this development at completion.

- j. Approximately how many people would the completed project displace? [\[help\]](#)

Up to 6 people may be displaced by this project.

- k. Proposed measures to avoid or reduce displacement impacts, if any: [\[help\]](#)

The buildout of this project will provide new housing options.

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [\[help\]](#)

By complying with the zoning designation, the comprehensive plan, and the City of Vancouver Municipal Code, the proposal will be compatible with the existing and projected land uses.

- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

Not applicable, there are no nearby agricultural or forest lands.

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [\[help\]](#)

47 residential lots/homes are proposed. It is unknown at this time whether future housing will be high, middle or low-income housing.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [\[help\]](#)

2 units will be eliminated.

- c. Proposed measures to reduce or control housing impacts, if any: [\[help\]](#)

47 new housing units will be constructed on the site. Impact fees will be paid at the time of building permit for each new home.

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? [\[help\]](#)

All new home construction will meet City code for residential housing development and not exceed height limits of 35'. Exterior building materials are unknown at this time.

- b. What views in the immediate vicinity would be altered or obstructed? [\[help\]](#)

Views will be altered as the existing site will change as the subdivision develops. No views will be obstructed.

- c. Proposed measures to reduce or control aesthetic impacts, if any: [\[help\]](#)

The single-family homes will be landscaped with grass lawns and other appealing landscaping. Two tracts will preserve the majority of the onsite Oregon white oaks.

11. Light and glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [\[help\]](#)

When homes are constructed on the proposed lots, there will most likely be light produced from houses, yards, and porch lights during evenings and early mornings.

- b. Could light or glare from the finished project be a safety hazard or interfere with views? [\[help\]](#)

No, light or glare from the finished project will not be a safety hazard or interfere with views.

- c. What existing off-site sources of light or glare may affect your proposal? [\[help\]](#)

Light and glare from surrounding homes and buildings will not affect the proposed development.

- d. Proposed measures to reduce or control light and glare impacts, if any: [\[help\]](#)

Any lights used on the site will be oriented inward and will be shielded to reduce the light that may affect adjacent properties. Proposed lighting will comply with City of Vancouver code.

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity? [\[help\]](#)

Ellsworth Springs Park is located north of the site approximately 0.2 miles.

- b. Would the proposed project displace any existing recreational uses? If so, describe. [\[help\]](#)

No.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [\[help\]](#)

The applicant proposes to pay all park impact fees associated with building permits.

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. [\[help\]](#)

No. There are no known places or objects on or near the site which are listed or proposed for national, state, or local preservation registers.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. [\[help\]](#)

Archaeological Services of Clark County conducted an archaeological predetermination for this site and found no artifacts. The report concluded that no further work was required. Please see the report prepared by Archaeological Services of Clark County and dated September 15, 2023 included with this application.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. [\[help\]](#)

Archaeological Services of Clark County did background review, reviewed existing literature on file with DAHP, conducted a field search and filed a copy of their report with DAHP.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

None proposed. If during development of the site any potentially significant artifacts are discovered, all work will cease, and proper notification will be given to City of Vancouver and DAHP.

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. [\[help\]](#)

SE 19th Street and SE Maxon Road are existing roads that will provide access to the site from the west, north and south. SE 20th Circle is a proposed new cul-de-sac street that will provide additional access to the site.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? [\[help\]](#)

The nearest bus stop is approximately 1.4 miles to the north along Mill Plain Blvd.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [\[help\]](#)

2-4 parking spaces per single-family home are proposed within driveways and garages. There is one existing single-family home, therefore up to 4 parking spaces will be eliminated when this home is removed, however the new homes will provide new parking.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). [\[help\]](#)

Frontage improvements are proposed on SE 19th Street and SE Maxon Road. A new street, SE 20th Circle, is also proposed. All are public streets.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. [\[help\]](#)

No, the project will not use water, rail or air transportation.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? [\[help\]](#)

It is anticipated that 450 new average weekday trips would be generated by the project with 33 morning peak hour trips and 45 evening peak hour trips. Trip generation calculations utilized the Institute of Transportation Engineers (ITE), *Trip Generation Manual*, 11th Edition, 2021.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

The proposed development will not interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area.

- h. Proposed measures to reduce or control transportation impacts, if any: [\[help\]](#)

The applicant will pay transportation impact fees.

15. Public Services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. [\[help\]](#)

Yes. The completion of this development and the construction of new residential units will increase the need for public services in the area.

- b. Proposed measures to reduce or control direct impacts on public services, if any. [\[help\]](#)

This project will pay impact fees for schools, parks, and traffic at the time of building permit.

16. Utilities

- a. Circle utilities currently available at the site: [\[help\]](#)
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____
- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. [\[help\]](#)

- Electricity: Clark Public Utilities
- Natural Gas: NW Natural
- Water: City of Vancouver
- Sanitary Sewer: City of Vancouver
- Garbage: Waste Connections

C. SIGNATURE [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:

Chad Stewart

2FA0CAA6D2C64E9

Chad Stewart

Name of signee:

Position and Agency/Organization:

Project Manager

Ginn Group, LLC

Date Submitted:

10/31/2023



September 18, 2023

Ginn Group LLC
502 NE 72nd St
Vancouver, WA 98665

RE: Conditional Development Review Evaluation for "19th Street Terrace" located at 11101 & 11117 SE 19th St, Vancouver, WA 98664 (SR0064003; Tax Parcels 113115000, 113116000, 113110000, & 113125000; PRJ-168925 / PIR - 83596)

**** Final Health Department approval required ****

Clark County Public Health (CCPH) completed the Development Review Evaluation for the site described above. This evaluation is limited to the area of the proposed development.

On-Site Sewage Systems (CCC 24.17, WAC 246-272A, CCC 40.370, RCW 58.17):

Existing individual on-site sewage systems (OSS) is not listed on the application but there are county records indicating OSS are at the site (OON0049033 & ON0052911). A site visit on 09/07/23 did not verify evidence of an on-site sewage system but ABS pipe was seen approx. 10 feet south of the SE corner of 11101 SE 19th St near a likely septic tank. The OSS will be required to be abandoned. Any other on-site sewage system discovered during development must be properly abandoned with written notice provided to Clark County Public Health.

Please provide written notification describing the actions taken to legally abandon the systems with pumper's receipt attached. Proper system abandonment requires tank pumping by a licensed pumper, removing the tank or breaking in the tank lids, punching a hole in the bottom, and filling the cavities with rock, sand, or compacted soil. Cesspools, drywells, or pump chambers discovered during development must also be abandoned in this manner.

The proposed development must connect to an approved public sewer system. A copy of the final acceptance letter from the sanitary sewer purveyor or the equivalent must be submitted along with the Mylar (final plat).

Water Systems (WAC 173-160, WAC 246-290, CCC 40.370, RCW 58.17):

Existing wells are indicated on the application. There are county records indicating wells are at the site (WP0009727 & WP0009726). A site visit on 09/07/23 did discover evidence of wells. A well was observed under a water valve box immediately in front of 11101 SE 19th St. A well was observed in a concrete container approx. 50' north of the house next to the west driveway to 11117 SE 19th St. Any wells identified during development must be properly decommissioned per WAC 173-160-381 by a Washington licensed well driller with written notice provided to Clark County Public Health and the well locations marked on the final plat.

The proposed development must connect to an approved public water system. A copy of the final acceptance letter from the purveyor or the equivalent must be submitted along with the Mylar (final plat).

If you have any questions concerning this letter, please contact Clark County Public Health at (564) 397-7244.

Sincerely,

Jason Abraham Digitally signed by Jason
Abraham
Date: 2023.09.18 17:36:03 -07'00'

Jason Abraham
Environmental Health Specialist

CC: Mark Person, Senior Planner City of Vancouver
Community Development Department, City of Vancouver
Travis Johnson, PLS Engineering



State of Washington
DEPARTMENT OF FISH AND WILDLIFE
Southwest Region 5 • 5525 South 11th St Ridgefield, WA 98642
Telephone: (360) 696-6211 • Fax: (360) 906-6776

March 27, 2024

City of Vancouver
Community & Economic Development
415 W. 6th St
Vancouver, WA 98660

Dear Mark Person,

Thank you for the opportunity to comment on the **19th Street Terrace Subdivision and Zone Change**. The Washington Department of Fish and Wildlife (WDFW) offers the following comments for your consideration.

We express our appreciation to the applicant for meeting with WDFW to review the project and discuss WDFW's new Oregon white oak (OWO) guidance document. Elements of this were incorporated into the updated Critical Areas Report (CAR) include retaining Oaks 4-7 and proposing on-site enhancement activities in Tracts A and B, which includes: including invasive species removal, planting native understory, seeding with native grass, and promoting and retaining dead/dying branches and large wood. **With the OWO retention and habitat enhancement, WDFW feels that the applicant has satisfied impact avoidance, minimization, and on-site mitigation. However, the CAR does not calculate impacts and associated mitigation based on best available science.**

The updated Bank Use Plan still calculates impacts based on the old, recommended guidance of 6:1 mitigation ratio. As we discussed during the site visit, WDFW recently published a new guidance document, [*Management Recommendations for Washington's Priority Habitats: Best Management Practices for Mitigating Impacts to Oregon White Oak Priority Habitat*](#), which is considered best available science. Additionally, the document outlines Best Management Practices (BMPs) on how to minimize impacts to OWO during construction and how to calculate baseline ecological function to better inform mitigation requirements. This approach ties development impacts to baseline function to ensure there is no net loss to ecological function. This aligns with Growth Management Act requirements, as reflected in the City of Vancouver's Fish and Wildlife Habitat Conservation Areas ordinance (VMC 20.740.110).

While we acknowledge that this development proposal went through the pre-application process before our new guidance document was published, we want to emphasize that best available science does not support a 6:1 mitigation ratio. WDFW recognizes there will be a transition period with implementing this new guidance and that project proponents must make crucial decisions for their project based on available information. We encourage the city to proactively inform applicants of this new guidance document for transparency during this transition.

Calculating Impacts and Mitigation

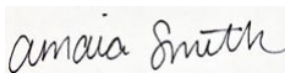
We recognize that avoiding all OWO impacts habitat are sometimes unavoidable given reasonable use of property, prior zoning decisions, and existing rights-of-way and infrastructure. Achieving no net loss of ecological function that mature OWOs provide is difficult due to their life history. Many of the critical ecological functions OWO provide occur in mature trees, which take decades or even centuries to develop. Thus, when mature trees are removed and seedlings are planted as mitigation, it takes decades before they provide ecological function. Due to this, there are two types of impacts when OWOs are removed: a physical loss of function due to the removed trees and a temporal loss of function due to their slow growth. The recommended mitigation activities for the physical and temporal loss of function are by plantings seedlings and enhancing existing oak stands, respectively.

The first step to assessing how a development impacts OWO habitat is assessing the type, quantity, and quality of habitat within the project footprint. The initial site assessment should be done early in the planning process and can be used to assess alternative designs that avoid and minimize oak impacts. Additionally, there are two tools that calculate baseline ecological function for OWO woodland and for individual priority oaks (Appendix 2 and 3). The results inform the amount of enhancement needed to address the temporal loss of function. Additionally, the new guidance document contains planting guidelines to recreate oak habitat to offset the physical loss of habitat.

With this in mind, **WDFW recommends mitigating for both the physical and temporal loss of function for OWO impacts. However, we will defer to the city as the decision maker to determine if the applicant needs to update the CAR and Bank Use Plan to reflect how the physical and temporal loss of function are addressed.** Regardless, WDFW appreciates that the City of Vancouver overall is receptive of this updated guidance and we hope our guidance document will be adopted for future projects.

Thank you again for the opportunity to comment. WDFW appreciates the early engagement for this project and we look forward on continuing to work with the City of Vancouver on implementing our new OWO guidance document.

Sincerely,



Amaia Smith
Assistant Regional Habitat Program Manager
Washington Dept of Fish and Wildlife
5525 S 11th St.
Ridgefield, WA 98642

Person, Mark

From: DAHP SEPA <sepa@dahp.wa.gov>
Sent: Friday, April 5, 2024 9:01 AM
To: Bowen, Clarissa; Person, Mark
Cc: R5 Planning (DFW); Mary Mattix; Matt Graves; Matt Harding; Patty Boyden
Subject: RE: City of Vancouver NOA/DNS for PRJ-168925/LUP-83811 19th Street Terrace Subdivision and Zone Change

Follow Up Flag: Follow up
Flag Status: Completed

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Clarissa, Mark.

As noted in the checklist, this project was the subject of a predetermination report authored by Archaeological Services, LLC, DAHP tracking number 2023-09-05845. The survey found no archaeological resources; however, 2 historic houses (Buckmeir Residence, property ID 731839, and MacArthur Residence, property ID 731848) were located on the parcel. Historic Property Inventories (HPIs) were requested and were submitted to DAHP. Both properties were determined Not Eligible for the National Register of Historic Places. Due to presence of the properties, we recommend that the Inadvertent Discovery Protocol as recommended in the report be adopted.

If you have any questions, please feel free to reach out to me.

David E. Witt, Ph.D. | Assistant State Archaeologist
(360) 972-4616 | david.witt@dahp.wa.gov

Department of Archaeology & Historic Preservation | www.dahp.wa.gov
1110 Capitol Way S, Suite 30 | Olympia WA 98501
PO Box 48343 | Olympia WA 98504-8343

From: Bowen, Clarissa <Clarissa.Bowen@cityofvancouver.us>
Sent: Thursday, March 14, 2024 7:43 AM
To: DAHP SEPA <sepa@dahp.wa.gov>; R5 Planning (DFW) <R5.Planning@dfw.wa.gov>; Mary Mattix <mmattix@portvanusa.com>; Matt Graves <mgraves@portvanusa.com>; Matt Harding <mharding@portvanusa.com>; Patty Boyden <pboyden@portvanusa.com>
Subject: City of Vancouver NOA/DNS for PRJ-168925/LUP-83811 19th Street Terrace Subdivision and Zone Change

External Email

Attached are the NOA/DNS, map and checklist for the above listed project.
Comments are due by 4 p.m., April 15, 2024.

For additional information about this project, contact the project case manager.
Mark Person, AICP, Senior Planner
Land Use Planning
Community Development Department

mark.person@cityofvancouver.us

~~~~~

If someone other than the person to whom this message was sent is a more appropriate recipient, please reply to this message and provide contact information.

Please advise by replying to this message if you wish to be removed from this distribution list.

**Clarissa Bowen** | Support Specialist  
City of Vancouver  
Community Development Department  
[www.cityofvancouver.us](http://www.cityofvancouver.us)



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STATE OF WASHINGTON  
**DEPARTMENT OF ECOLOGY**

Southwest Region Office  
PO Box 47775, Olympia, WA 98504-7775 • 360-407-6300

April 12, 2024

Mark Person, Project Manager  
City of Vancouver  
Community & Economics Development  
PO Box 1995  
Vancouver, WA 98668

Dear Mark Person:

Thank you for the opportunity to comment on the optional determination of nonsignificance/notice of application for the 19th Street Terrace Subdivision and Zone Change Project (PRJ-168925/LUP-83811) as proposed by Ginn Group, LLC. The Department of Ecology (Ecology) reviewed the environmental checklist and has the following comment(s):

**HAZARDOUS WASTE & TOXICS REDUCTION: Garret Peck (564) 669-0836**

The applicant proposes to demolish an existing structure(s). In addition to any required asbestos abatement procedures, the applicant should ensure that any other potentially dangerous or hazardous materials present, such as PCB-containing lamp ballasts, fluorescent lamps, and wall thermostats containing mercury, are removed prior to demolition. It is important that these materials and wastes are removed and appropriately managed prior to demolition. It is equally important that demolition debris is also safely managed, especially if it contains painted wood or concrete, treated wood, or other possibly dangerous materials.

Please review the "Dangerous Waste Rules for Demolition, Construction, and Renovation Wastes," posted at Ecology's website, <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Dangerous-waste-guidance/Common-dangerous-waste/Construction-and-demolition> . The applicant may also contact Rob Rieck of Ecology's Hazardous Waste and Toxics Reduction Program at (360) 407-6751 for more information about safely handling dangerous wastes and demolition debris.

**SOLID WASTE MANAGEMENT: Derek Rockett (360) 995-3176**

All grading and filling of land must utilize only clean fill. All other materials may be considered solid waste and permit approval may be required from your local jurisdictional health department prior to filling. All removed debris resulting from this project must be disposed of at an approved site. Contact the local jurisdictional health department or Department of Ecology for proper management of these materials.

Mark Person  
April 12, 2024  
Page 2

Ecology's comments are based upon information provided by the lead agency. As such, they may not constitute an exhaustive list of the various authorizations that must be obtained or legal requirements that must be fulfilled in order to carry out the proposed action.

If you have any questions or would like to respond to these comments, please contact the appropriate reviewing staff listed above.

Department of Ecology  
Southwest Regional Office

(JKT:202401131)

cc: Garret Peck, HWTR  
Derek Rockett, SWM

## **EXHIBIT J**

### Transportation Analysis

**\*\*Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**

City of Vancouver Transportation Services  
Trip and Traffic Impact Fee Calculation Worksheet  
Application Number: PRJ-168925

|                                                    |                             |
|----------------------------------------------------|-----------------------------|
| Project Name: 19TH STREET TERRACE                  | Date: 4/30/2024 12:00:00 AM |
| Project Address: 11117 SE 19TH ST                  | TAZ: TA114                  |
| Project Number: PRJ-168925                         | Primary Corridor: MPLN #6   |
| ENG Number:                                        | Parcel 1 ID: 113115000      |
| TIF District: Cascade                              | Parcel 2 ID:                |
| TIF Overlay District: Overlay - Mill Plain / I-205 | Parcel 3 ID:                |

| Existing Site Trips ^^                                                                          |             |                       |                       |                   |                 |        |  |                        |                        |              |
|-------------------------------------------------------------------------------------------------|-------------|-----------------------|-----------------------|-------------------|-----------------|--------|--|------------------------|------------------------|--------------|
| LU Description                                                                                  | ITE LU Code | Existing AM Peak Rate | Existing PM Peak Rate | Existing ADT Rate | Unit of Measure | Size** |  | Existing AM Peak Trips | Existing PM Peak Trips | Existing ADT |
| Single Family Det.Homes                                                                         | 210         | 0.75                  | 1                     | 10                | 1               | 2      |  | 2                      | 2                      | 20           |
|                                                                                                 |             |                       |                       |                   |                 |        |  |                        |                        |              |
| ^^ equals zero if this is a new development on greenfield or if old use has been gone > 1 year. |             |                       |                       |                   |                 |        |  | Existing Trips Total   |                        |              |
|                                                                                                 |             |                       |                       |                   |                 |        |  | 2                      | 2                      | 20           |

| New Trip Generation Calculation                                                                 |             |              |              |          |                  |        |  |                                                   |             |         |
|-------------------------------------------------------------------------------------------------|-------------|--------------|--------------|----------|------------------|--------|--|---------------------------------------------------|-------------|---------|
| LU Description                                                                                  | ITE LU Code | AM Peak Rate | PM Peak Rate | ADT Rate | Unit of Measure* | Size** |  | New AM Peak                                       | New PM Peak | New ADT |
|                                                                                                 |             | 0            | 0            | 0        | 0                | 0      |  |                                                   |             | 0       |
| Single Family Det.Homes                                                                         | 210         | 0.75         | 1            | 10       | 1                | 47     |  | 35                                                | 47          | 470     |
| *Unit of measure = ITE Unit by which total size is divided by in order to calc. trip generation |             |              |              |          |                  |        |  | New Project Trips                                 |             |         |
|                                                                                                 |             |              |              |          |                  |        |  | 35                                                | 47          | 470     |
| **Size - Total size of development, eg 10 dwelling units or 50,000 sqf.                         |             |              |              |          |                  |        |  | Net New Project Trips (new trip - existing trips) |             |         |
|                                                                                                 |             |              |              |          |                  |        |  | 33                                                | 45          | 450     |

\*\*\*% reduction applied to trip generation, eg. .35 passby reduction for 100 trips - (1 - .35) \* 100 - .65 - from approved traffic impact study only

\*\*\*\*% reduction applied to trip generation, eg. .10 internal capture reduction for 100 trips - (1 - .10) \* 100 - .9 \* 100 - 90 - from approved traffic impact study only

| Traffic Impact Fee Calculation |             |                      |                  |               |                       |                                                            |               |              |                 |
|--------------------------------|-------------|----------------------|------------------|---------------|-----------------------|------------------------------------------------------------|---------------|--------------|-----------------|
| LU Description                 | ITE LU Code | Proposed Project ADT | Net New Proj ADT | TIF Rate/Trip | TIF Overlay rate/trip | BEF Reduction = .3 for retail commercial uses & ITE LU 912 | Tax Reduction | TIF Due      | Overlay TIF Due |
| Single Family Det.Homes        | 210         | 470                  | 450.00           | 329           | 0                     |                                                            | 0.15          | \$125,842.50 | \$0.00          |
| Sum                            |             | 470                  | 450              | TIF Totals:   |                       |                                                            |               | \$125,842.50 | \$0.00          |

Disclaimer: This information is provided based on the TIF program in place as of the date shown above and is only an estimate of the fee. Per VMC 20.915.020, the fee shall be calculated at time of building permit application. See VMC 20.915 for more information.



City of Vancouver Transportation Services  
Trip and Traffic Impact Fee Calculation Worksheet

Application Number: PRJ-168925

|                       |                              |                   |                       |
|-----------------------|------------------------------|-------------------|-----------------------|
| Project Name:         | 19TH STREET TERRACE          | Date:             | 4/30/2024 12:00:00 AM |
| Project Address:      | 11117 SE 19TH ST             | TAZ:              | TA114                 |
| Project Number:       | PRJ-168925                   | Primary Corridor: | MPLN #6               |
| ENG Number:           |                              | Parcel 1 ID:      | 113115000             |
| TIF District:         | Cascade                      | Parcel 2 ID:      |                       |
| TIF Overlay District: | Overlay - Mill Plain / I-205 | Parcel 3 ID:      |                       |

| Concurrency Monitoring Fees   |               |           |             |
|-------------------------------|---------------|-----------|-------------|
| Corridor                      | PM Peak Trips | Cost/Trip | max. \$1500 |
| Andresen Rd to I-205          | 5             | \$69.00   | \$345.00    |
| I-205 to SE 136th Ave         | 8             | \$69.00   | \$552.00    |
| SE 136th Ave to SE 164th Ave  | 3             | \$69.00   | \$207.00    |
| SE 164th Ave to SE 192nd Ave  | 2             | \$69.00   | \$138.00    |
| Mill Plain Blvd to SR-500     | 1             | \$69.00   | \$69.00     |
| NE 138th Ave to NE 162nd Ave  | 2             | \$69.00   | \$138.00    |
| Mill Plain Blvd to NE 28th St | 4             | \$69.00   | \$276.00    |
| NE 28th St to NE 51st St      | 3             | \$69.00   | \$207.00    |
| Mill Plain Blvd to NE 28TH    | 3             | \$69.00   | \$207.00    |
| SR-14 to SE 1st St            | 1             | \$69.00   | \$69.00     |
| Calculated Total =            |               |           | \$2,208.00  |

Total Monitoring Fee = \$1,500.00

| Proportionate Shares             |                                 |            |            |            |
|----------------------------------|---------------------------------|------------|------------|------------|
| Case Number                      | Project                         | Fee/Unit   | Trips/Lots | Final Fee  |
|                                  | Leiser/StHelens/McArthur        | \$2,000.00 | 1          | \$2,000.00 |
|                                  | NE 172nd Ave - NE 18th St       | \$300.00   | 1          | \$300.00   |
|                                  | NE 187th Ave - NE 18th St       | \$1,200.00 | 1          | \$1,200.00 |
|                                  | NE 179th Place - NE 18th St     | \$900.00   | 1          | \$900.00   |
|                                  | Roundabout MacArthur & Andresen | \$2,285.00 | 1          | \$2,285.00 |
|                                  | Roundabout MacArthur & Devine   | \$2,226.00 | 1          | \$2,226.00 |
| Total Proportionate Share Fees = |                                 |            |            | \$8,911.00 |

COMMENTS:

A COMP PLAN/ZONE CHANGE FROM R-9 TO R-17 TO  
ACCOMMODATE A 47 LOT SUBDIVISION

District: Cascade

District TIF = \$125,842.50

Total TIF = \$125,842.50

Disclaimer: This information is provided based on the TIF program in place as of the date shown above and is only an estimate of the fee. Per VMC 20.915.020, the fee shall be calculated at time of building permit application. See VMC 20.915 for more information.

## **EXHIBIT L**

### **Preliminary Stormwater Report**

**\*\*Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**



## **EXHIBIT M**

### **Geotechnical Report**

**\*\*Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**

11/7/2023

City of Vancouver Development Review Services

4500 SE Columbia Way

Vancouver, WA 98661

**RE: Street Cut Road Modification for PRJ-168925/LUP-83811 19th Street Terrace**

Dear Staff,

This letter contains a street cut Road Modification request asking the City to allow a street cut into SE 19th Street. The project address is 11101 & 11117 SE 19th Street, Vancouver, WA and encompasses parcels 113115000, 113116000, 113110000 and 113125000. All existing structures on site will be removed. The project proposes to subdivide 3.40 acres of R-9 zoned land into 47 residential lots.

There are existing water and sewer mains in SE 19<sup>th</sup> Street that the project proposes to tie into.

Vancouver Municipal Code (VMC) 11.80.100(B) and COV standard plan T05-04A state that street cuts are not allowed for five years following new construction / reconstruction / construction of an overlay. SE 19th Street is under a street cut moratorium until July 25th, 2025.

Street Cut Road Modifications shall be considered minor modifications. Vancouver Municipal Code (VMC) 11.80.160(C) provides approval criteria that shall be considered in determining whether to approve a road modification request. Approval criteria 2.e, which states “A change to a specification or standards is required to ensure consistency with features adjacent to or affected by the site where those existing features are not expected to change over time”, and criteria 2.b, which states “A change to a specification or standard is required to address a specific design or construction problem which, if not enacted, will result in an unusual hardship” will be demonstrated.

The project would be unable to tie into the existing utilities present in SE 19th Street without a street cut. Denial of this street cut road modification request would result in an unusual hardship due to this inability to tie into the existing utilities present in SE 19th Street. The project will need access to these existing utility services to proceed.

Based on the above justification, we request that the City approve our request to perform a street cut into SE 19th Street. If you have any questions or need to discuss our request in more detail, feel free to call me at (360)944-6519 or e-mail me at dom@plsengineering.com.

Sincerely,

PLS Engineering



Dom Liserre, P.E.



December 7, 2023

City of Vancouver Development Review Services  
4500 SE Columbia Way  
Vancouver, WA 98661

**RE: 19<sup>th</sup> Street Terrace, PRJ-168925/LUP-83811  
Road Modification Request**

Per Vancouver Municipal Code (VMC) 11.80.160 we are requesting a modification to the following roadway standards:

- Standard details T10-15b & T10-16 concerning the roadway requirements curb and sidewalk.

To be considered by the City and be granted modifications to the standards, the applicant must demonstrate at least one of the following conditions is applicable per VMC 11.80.160.C.2:

***a. Topography, right of way, existing construction or physical conditions or other geographic conditions make compliance with standards clearly impractical for the circumstances, or***

***b. A change to a specification or standard is required to address a specific design or construction problem which, if not enacted, will result in an unusual hardship, or***

***c. An alternative design in proposed which will provide a plan that is functionally equivalent or superior to these standards, or***

***d. Application of the standards of Title 11 to the development would be grossly disproportional to the impacts created; or***

***e. A change to a specification or standard is required to ensure consistency with features adjacent to or affected by the site where those existing features are not expected to change over time.***

This modification request will use criteria c.

The applicant is proposing to modify the roadway section of SE 20 Circle and a portion of SE Maxon Rd. Standard plan T10-15b and T10-16 both require a 28' roadway with a 5' curb & planter and 5' detached sidewalk on either side with 1' of clear space behind the sidewalk. The applicant is proposing to replace the 5' curb & planter and 5' detached sidewalk with a rolled curb per standard plan number T01-01A, attached 5' sidewalk, and 5.5' clear space behind the sidewalk in both cases. This modification is proposed on the frontages of the narrow lots in the subdivision along SE 20<sup>th</sup> Circle and SE Maxon Road. Neither the width of the roadway nor the right of way is affected by this modification. The section details and plans showing exact locations where the modified section will be used are shown in the preliminary plans for the subdivision being submitted concurrently.

The proposed modification removes the planter strip and creates a clear zone at the back of sidewalk instead. Due to the narrow lot development, if a planter was provided on the frontage of the narrow lots, most of the area would be taken up by driveways and utilities. To meet the applicable standards, street trees would need to be planted outside of the planter strip behind the detached sidewalk. The lengths of planter strip between driveways would be 7.5' wide, not including the required 3' driveway wing on either side of the driveway. At the back of curb, the planter strip will be as little as 1.5' wide. Where water meters are placed at the back of curb in the planter strip, there would be little room for street trees to also be planted with all the constraints. This scenario is common and results in street frontages like what was constructed in the four seasons development in the City. The image below shows what the resulting planter strip with narrow lot attached housing.



**Four Seasons 4-plex on NE 117<sup>th</sup> Court**

As seen in this image above, the proposed planter strip in situations like the proposed development result in no actual “planter strip”. Because a planter strip of this style does not provide the intended function, an attached sidewalk with no planter would be functionally superior to the standards. The landscape area located in the planter strip of the detached sidewalk section will instead be moved to the back of an attached sidewalk section, which is where street trees will need to be placed anyway due to the driveway wings and water meters that would be present in the planter strip on the detached sidewalk section.

With the proposed attached sidewalk combined with the narrow lots, it would be practical to allow rolled curb to be used along the roadway. The rolled curb combined with the attached sidewalk will result in a more consistent and appealing street frontage than if an unusable paved “planter strip” was provided. While a standard curb and gutter (per A-1, standard detail T01-01A) would be constructable with attached sidewalk, it would likely not result in a full curb being installed. Most of the frontage would use the “curb and gutter at driveway drop” detail which would result in no curb at all. We believe that the rolled curb would be more practical for the circumstances.

We believe that removing the planter strip and placing the street trees behind the sidewalk will be functionally equivalent to the standards. The sidewalk will meet the 5' standard width and the roadway will meet the 28' standard width requirements per the standard detail.

**C. Approval Criteria.**

- 1. In reviewing a modification request, the City shall consider the applicable factors that include, but are not limited to, the following:**

**a. Public safety, durability, cost of maintenance, function, and appearance;**

Public safety, cost of maintenance, and function are not affected by this request. The proposed sidewalk will include a thicker, more durable concrete section, and the appearance of the street is improved with less impervious surfaces.

**b. Advancing the goals of the comprehensive plan as a whole;**

Approval of this road modification does not conflict with the goals of the comprehensive plan.

**c. Any modification shall be the minimum necessary to achieve the stated purpose;**

The proposed modifications are the minimum necessary to achieve the project goals.

**d. Potential benefits of low impact development or innovative concepts; and**

Low impact development or innovative concepts are not applicable to this request.

**e. Self-imposed hardships shall not be used as a reason to grant a modification request.**

The applicant is not requesting approval based on self-imposed hardships.

In closing, we request that staff approve this road modification request based on the reasoning above. If you have any questions or concerns, please contact me at (360) 944-6519 or dom@plsengineering.com.

Sincerely,



Dom Liserre, PE  
PLS Engineering



November 30th, 2023

City of Vancouver Development Review Services  
4500 SE Columbia Way  
Vancouver, WA 98661

**RE: 19<sup>th</sup> St. Terrace, PRJ-168925/LUP-83811  
Road Modification Request**

Dear Staff,

The following is a road modification request for driveway spacing standards under code section 11.80.110.B-1. VMC 11.80.110(B)(1) requires that driveways providing access to non-arterial streets be placed 5' from the nearest property line and 10' from adjacent driveways. We are requesting to place driveways 1.5' from the nearest property line rather than the required 5' and reduce spacing between driveways from 10' to 7.5'.

Vancouver Municipal Code (VMC) 11.80.160(C) provides approval criteria that shall be considered in determining whether to approve a road modification request. The code requires that one or more of the approval criteria are satisfied. Potential justifications for approval of a road modification include the below list from VMC 11.80.160 C 2.

***a. Topography, right of way, existing construction or physical conditions or other geographic conditions make compliance with standards clearly impractical for the circumstances, or***

***b. A change to a specification or standard is required to address a specific design or construction problem which, if not enacted, will result in an unusual hardship, or***

***c. An alternative design in proposed which will provide a plan that is functionally equivalent or superior to these standards, or***

***d. Application of the standards of Title 11 to the development would be grossly disproportional to the impacts created; or***

***e. A change to a specification or standard is required to ensure consistency with features adjacent to or affected by the site where those existing features are not expected to change over time.***

Criteria c applies to this modification request: ***An alternative design in proposed which will provide a plan that is functionally equivalent or superior to these standards***

The applicant is proposing a 47-lot single-family detached development utilizing narrow lot and zero lot line standards. The proposed site is unique in its design given that most narrow lot developments provide attached homes with shared driveways. The applicant is proposing detached homes rather than attached homes with this development, and as such driveway spacing and width becomes an issue.

***VMC 11.80.110(B)(1) states: "Driveways providing access to non-arterial streets must be spaced a minimum of 5 feet from the nearest property line and 10 feet from the nearest adjacent driveway, excepting when a property fronts on the bulb of a cul-de-sac. Where two driveways are permitted to provide access to a single parcel, a minimum separation of 30 feet is required between the two driveways."***

In our situation, the driveway spacing standards do not allow for reasonable placement of driveways and garages, and a modification to the code is required for this unique development. The minimum lot width is 25.5'. Vancouver Municipal Code requires the use of single car garages in Narrow Lot Development. Narrow lot development approval criteria states adequate guest parking be provided, requiring 1 guest parking space per 3 narrow lots. The proposed design provides a single car garage and an 18' driveway to provide two additional parking spaces for each unit. The wide driveways are crucial, as there is little room for street parking with this development, regardless of a 10' driveway or an 18' driveway. The proposed design of an 18' driveway leaves 7.5' between driveways. If driveways were placed 5' from the property line, the applicant would not be able to utilize the zero lot line development standards, unless housing was changed to attached dwelling types with shared driveways. In addition, placing driveways only 1.5' from the nearest property line provides the maximum spacing between driveways. Due to the lot width constraints, providing an 18' driveway, and the zero-lot line development, it is necessary to place the driveway only 1.5' from the nearest property line.

The goal for this development is to provide affordable detached single-family homes for working families with accommodations for more than one driver in a given residence. The proposed plan meets the standards of the narrow lot development code and has considered the site infrastructure placement, landscaping, street trees, streetlights, etc. that will be placed between the driveways. Based on our design, there is room to allow for a single car garage and an 18' driveway for each of the homes. A change to the driveway spacing standards will provide a design that, from a parking perspective, is superior to the standards.

In closing, we request that staff approve this road modification request based on the reasoning above. If you have any questions or concerns, please contact me at (360) 944-6519 or dom@plsengineering.com.

Sincerely,



Dom Liserre  
PLS Engineering







April 23, 2024

PLS Engineering  
Attn: Travis Johnson, PE  
604 W Evergreen Boulevard  
Vancouver, WA 98660

**PRJ-168925/LUP-83811**  
**Road Modification Request – Driveway Spacing**  
**19<sup>th</sup> Street Terrace Subdivision**

**Approved**

Dear Mr. Johnson:

This letter is in response to the road modification request dated November 30, 2023. The applicant is requesting relief from VMC 11.80.110.B(1), which states that driveways providing access to non-arterial streets must be spaced a minimum of five feet from the nearest property line and 10 feet from the nearest adjacent driveway.

**The applicant is requesting to construct the driveway approaches within the 19<sup>th</sup> Street Terrace Subdivision within the five-foot spacing to the property line and 10 feet between adjacent driveways.**

The applicant is proposing the development of a 47-lot detached single-family subdivision utilizing the Narrow Lot Ordinance and zero lot line standards. The project is located at 11101 and 11117 SE 19<sup>th</sup> Street, tax lots 113115000, 113116000, 113110000 and 113125000. Two of the parcels have an existing single-family home on them that will be demolished. The other two parcels are currently vacant. Access to the lots in the subdivision will be by way of SE 19<sup>th</sup> Street, SE Maxon Road which are existing streets. A new street, SE 20<sup>th</sup> Circle will be constructed by the developer within the subdivision.

The lots within this subdivision are approximately 25 feet wide. Because the subdivision is designed with the Narrow Lot Ordinance, the VMC requires the use of single car garages for each single-family detached house. Additionally, the narrow lot standards require the developer to provide adequate guest parking. Therefore, 18-foot-wide driveways are proposed to accommodate two parking spaces to meet the guest parking criteria. Because of the limited frontage and by providing 18-foot-wide driveways, meeting the driveway separation to the property lines and between

driveways is not possible. Driveways will be located 1.5 feet from the property lines and 7.5 feet between driveways. All the streets within this subdivision are non-arterial streets. The proposed driveway locations and width are functionally equivalent to the standard.

City staff has determined that the request to construct the driveways within the 19<sup>th</sup> Street Terrace Subdivision within the spacing requirements is consistent with the provisions of the City's code and will not create a safety hazard or other adverse condition. **Therefore, the road modification request is approved.**

Per VMC 11.80.160, modifications from the standards may be made in cases where unusual topographic conditions, nature of existing construction, unique or innovative development design or similar factors that would make adherence to the width, design, alignment undesirable or impracticable. A request for variation from the non-arterial spacing standards is categorized as an Administrative Modification, defined as a modification to allow minor modifications that occur routinely and that clearly meet the general approval criteria in Section 11.80.160.C.

Per VMC 11.80.160, if a modification request is approved or denied by a City development approving authority (Public Works), such approval or denial may be appealed pursuant to the provisions of VMC 20.210.130 within fourteen (14) calendar days of the decision by submitting a letter to the approving authority through the Engineering Service Counter located at Vancouver City Hall (415 SE 6<sup>th</sup> Street, Vancouver, Washington).

If you have any questions or concerns pertaining to this matter, please contact our office at 360-487-7702.

Respectfully,

A handwritten signature in blue ink, appearing to read 'E. Hahn', is positioned above the printed name.

Eric Hahn, P.E.  
Senior Civil Engineer  
Public Works Department

Cc: File: PRJ-168925/LUP-83811



April 23, 2024

PLS Engineering  
Attn: Travis Johnson, PE  
604 W Evergreen Boulevard  
Vancouver, WA 98660

**PRJ-168925/LUP-83811**  
**Road Modification Request – Modified Street Section**  
**19<sup>th</sup> Street Terrace Subdivision**

**Approved**

Dear Mr. Johnson:

This letter is in response to the road modification request dated December 7, 2023. The applicant is requesting relief from City Standard Plans T10-15B and T10-16, which requires 50-foot full-width right-of-way and a 28-foot full-width pavement section flanked on both sides by 5-foot detached sidewalk, 5-foot planter strip and 1-foot clear space behind the sidewalks.

**The applicant is requesting approval to utilize a modified version of City Standard Plan T10-15B and T10-16 in the design of the proposed streets, within the 19<sup>th</sup> Street Terrace Subdivision. The modification includes constructing a 5-foot attached sidewalk, 5.5-foot planter strip behind the sidewalk, and rolled curb along both sides of the proposed street, SE 20<sup>th</sup> Circle, and along the north side of SE Maxon Road. The right-of-way and street width will meet the standards along all the streets within the 19<sup>th</sup> Street Terrace Subdivision.**

The applicant is proposing the development of a 47-lot detached single-family subdivision utilizing the Narrow Lot Ordinance and zero lot line standards. The project is located at 11101 and 11117 SE 19<sup>th</sup> Street, tax lots 113115000, 113116000, 113110000 and 113125000. Two of the parcels have an existing single-family home on them that will be demolished. The other two parcels are currently vacant. Access to the lots in the subdivision will be by way of SE 19<sup>th</sup> Street and SE Maxon Road which are existing streets. A new street, SE 20<sup>th</sup> Circle will be constructed by the developer within the subdivision.

The applicant is constructing SE 20<sup>th</sup> Circle and improving SE 19<sup>th</sup> Street and SE Maxon Road within the 19<sup>th</sup> Street Terrace Subdivision. The applicant is constructing a 28-foot full-width pavement section within 50 feet of right-of-way along all streets within the subdivision which meets the

standard requirement per City Standard Plans T10-15B and T10-16. The applicant proposes to construct rolled curb, a 5-foot wide attached sidewalk and 5.5-foot wide planter strip along both sides of SE 20<sup>th</sup> Circle and along the north side of SE Maxon Road. SE 19<sup>th</sup> Street will not be modified from the standard. The north/south section of SE Maxon Road will not be modified except for a small section where attached sidewalk will be constructed to protect the roots of existing white oak trees.

The proposed modification to the standard street section is supported by the following points:

- The narrow lots will have approximately 25-feet of frontage and will have 18-foot-wide driveways. There will be very little space in the planter strip between driveways if a standard detached sidewalk is constructed. This will cause the planter strip to be practically unusable. An attached sidewalk with planter strip behind it provides larger area to install the required street trees, streetlights, and water meters.
- Since the driveways on these narrow lots will consume roughly  $\frac{3}{4}$  of the lot frontage, standard driveway approaches constructed in a standard vertical curb would result in an unsightly street frontage dominated by driveway approaches. By providing a rolled curb and gutter, the driveways are accommodated without using standard driveway drops and the curb is unbroken, creating a consistent street frontage.
- SE 20<sup>th</sup> Circle and SE Maxon Road will be low-volume cul-de-sac streets. The modifications proposed to the streets will be functionally equivalent to the standard and will easily accommodate the expected traffic.

City staff has determined that the request to utilize a modified version of City Standard Plan T10-15B and T10-16 in the construction of SE 20<sup>th</sup> Circle and SE Maxon Road, within the 19<sup>th</sup> Street Terrace Subdivision, is consistent with the provisions of the City's code and will not create a safety hazard or other adverse condition. **Therefore, the road modification request is approved.**

Per VMC 11.80.160, modifications from the standards may be made in cases where unusual topographic conditions, nature of existing construction, unique or innovative development design or similar factors that would make adherence to the width, design, alignment undesirable or impracticable. A request for variation from the street section standards is categorized as a Technical (Minor) Modification, defined as a modification involving aspects of a particular standard that may change its general function, but not its essential function.

Per VMC 11.80.160, if a modification request is approved or denied by a City development approving authority (Public Works), such approval or denial may be appealed pursuant to the provisions of VMC 20.210.130 within fourteen (14) calendar days of the decision by submitting a letter to the approving authority through the Engineering Service Counter located at Vancouver City Hall (415 SE 6<sup>th</sup> Street, Vancouver, Washington).

If you have any questions or concerns pertaining to this matter, please contact our office at 360-487-7702.

Respectfully,

A handwritten signature in blue ink, appearing to be 'E. Hahn', written in a cursive style.

Eric Hahn, P.E.  
Senior Civil Engineer  
Public Works Department

Cc: File: PRJ-168925/LUP-83811

## **EXHIBIT Q**

### **Critical Areas Report**

**\*\*Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**

## **EXHIBIT R**

### **Bank Use Plan**

**\*\*Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**



March 14, 2024

**Notice of Application, Remote Public Hearing, and  
Optional SEPA Determination of Nonsignificance**

**Project Name:** 19th Street Terrace Subdivision and Zone Change  
PRJ-168925/LUP-83811

**Request:** 46-lot single-family narrow lot subdivision and zone change from R-9 to R-17

Application was submitted November 15, 2023, and deemed fully complete Feb. 29, 2024.

**Location:** 11101 SE 19th St. and 11117 SE 19th St., Vancouver. Parcels 113116000, 113115000, and 113110000 within the SE ¼ of Section 33, Township 2N, Range 2E and the NE ¼ of Section 4, Township 1N, Range 2E of the Willamette Meridian.

**Contact:** PLS Engineering, Travis Johnson, 604 W Evergreen Blvd, Vancouver, WA 98660

**Applicant:** Ginn Group, LLC, Chad Stewart, 502 NE 72nd Street, Vancouver, WA 98665

**Property Owners:** Michael Buckmeir, 232 Farm Supply Rd, Lacey Springs, AL 35754 and Barbara MacArthur, 11117 SE 19th St., Vancouver, WA 98664

**Remote Public Hearing Scheduled** Land Use Hearing conducted by the Hearing Examiner, **Tuesday, June 18, 2024, 6 p.m.**

The City of Vancouver will be holding a virtual hearing on this matter. Interested parties can participate in the virtual hearing by emailing the project manager at [mark.person@cityofvancouver.us](mailto:mark.person@cityofvancouver.us). **Due to remote work conditions, e-mail is strongly preferred.**

Under the authority of VMC 20.790.230, the City of Vancouver will use the optional combined determination of nonsignificance (DNS) and notice of application process. Based on the initial review of the proposed project, the city expects to issue a DNS on the proposal, finding the project will not create probable significant adverse environmental impacts.



**The comment period for the notice of application may be the only opportunity to comment on the environmental impacts of the proposal.** The proposal may include mitigation measures under applicable codes, and the review process may incorporate or require mitigation measures regardless of whether an environmental impact statement is prepared.

**Comments on the project received electronically before 4 p.m., April 15, 2024, will be incorporated into the staff report; comments received electronically after that date will be presented at the hearing.**

A decision by the hearing examiner may be appealed to City Council by the applicant or any aggrieved person. Such an appeal must be in writing and be filed with Community Development Dept. within 14 calendar days after the hearing examiner's decision. In the absence of such appeal, the examiner's decision shall be final and conclusive.

Procedural appeals to the SEPA determination shall be filed in writing within 14 calendar days following the last day of the comment period. The hearing examiner's decision of the SEPA procedural appeal shall be final and not subject to further administrative appeal.

Substantive SEPA appeals shall be filed in writing within 14 calendar days of the issuance of staff's decision approving, conditioning, or denying the project.

A copy of the final determination may be obtained upon e-mail request. Please include any one of the project numbers listed.

**Case Manager:** Mark Person, AICP, Senior Planner  
**E-mail:** [mark.person@cityofvancouver.us](mailto:mark.person@cityofvancouver.us)



March 14, 2024

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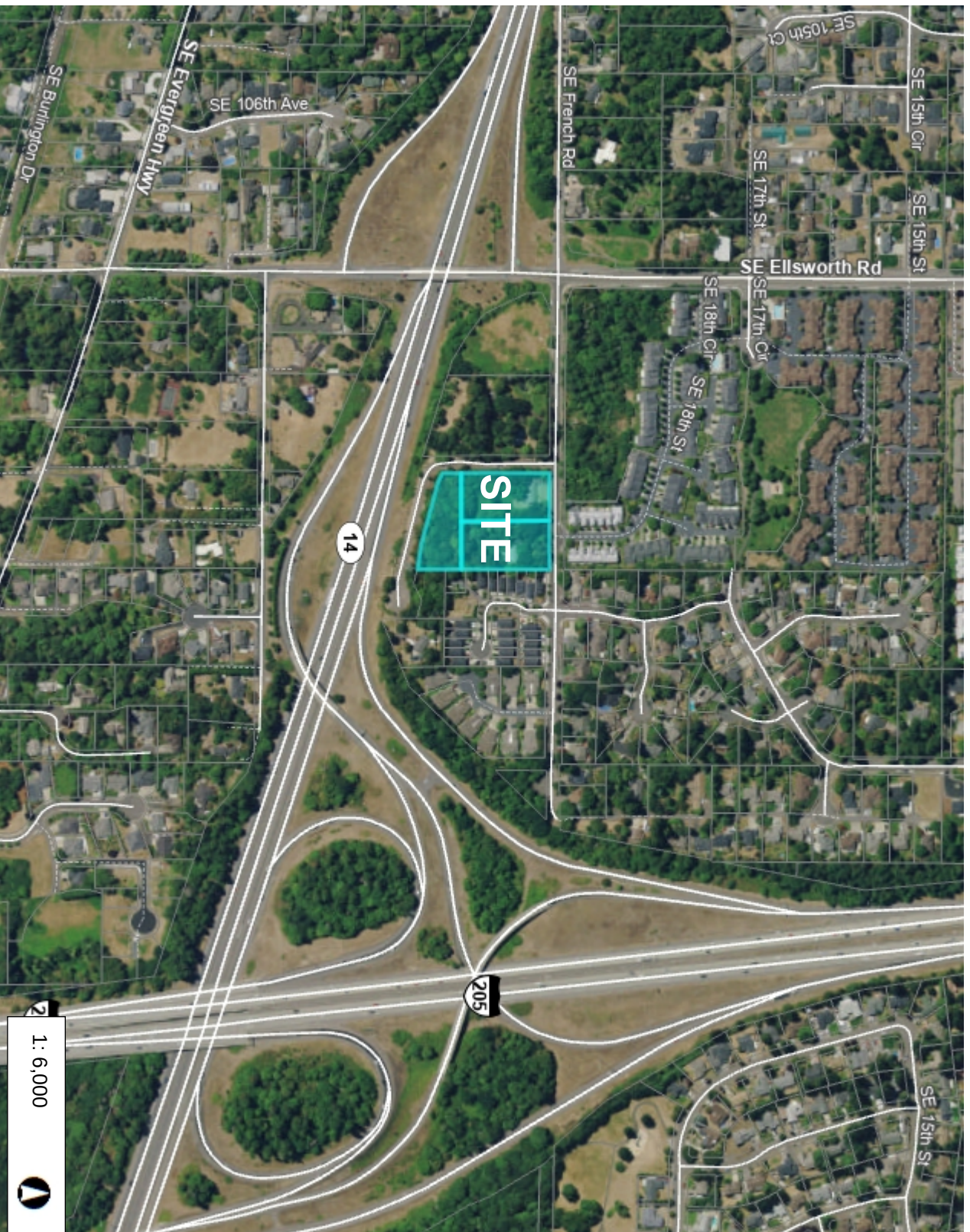
**Name**

**Date**

Coverage of this hearing is being cablecast live on Clark/Vancouver Television Channel 21, Comcast Cable Television System.



# 19th Street Terrace



## Legend

- ☐ Taxlots
- ☐ All Roads
- Interstate or State Route
- Arterial
- Collector
- Private or Other

Notes:

1,000.0 0 500.00 1,000.0 Feet

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapOnline" website.  
Clark County does not warrant the accuracy, reliability or timeliness of  
any information on this map, and shall not be held liable for losses  
caused by using this information. Taxlot (i.e., parcel) boundaries cannot  
be used to determine the location of property lines on the ground.





April 18, 2024

### Notice of Final Determination of Nonsignificance (DNS)

**Project Name:** 19th Street Terrace Subdivision and Zone Change - PRJ-168925/LUP-83811

The city issued a mitigated determination of nonsignificance for this project March 14, 2024; this determination is retained. The city received comments from the Department of Ecology, Washington Department of Fish and Wildlife and neighbors of the site.

It has been determined the following described project will not have a probable significant adverse impact on the environment. Under the authority of WAC 197-11-330(1) and 197-11-350, a determination of nonsignificance has been issued.

**Request:** 46-lot single-family narrow lot subdivision and zone change from R-9 to R-17

**Location:** 11101 SE 19th St. and 11117 SE 19th St., Vancouver. Parcels 113116000, 113115000, and 113110000 within the SE ¼ of Section 33, Township 2N, Range 2E and the NE ¼ of Section 4, Township 1N, Range 2E of the Willamette Meridian.

**Property Owners:** Michael Buckmeir, 232 Farm Supply Rd, Lacey Springs, AL 35754 and Barbara MacArthur, 11117 SE 19th St., Vancouver, WA 98664

**Applicant:** Ginn Group, LLC, Chad Stewart, 502 NE 72nd Street, Vancouver, WA 98665

Requests to appeal this decision must be made in writing within 14 calendar days after the date the decision is mailed. The letter of appeal shall state the case number designated by the city, the name of the applicant, name and signature of each petitioner, a statement showing that each petitioner is entitled to file the appeal under VMC Chapter 20.210, the specific aspect(s) of the decision and/or SEPA issue being appealed, the reasons each aspect is in error as a matter of fact or law, and the evidence relied on to prove the error. A substantive appeal of the SEPA determination must be filed in conjunction with and within the limitation period applicable to an available administrative appeal of the applicable permit or approval (VMC 20.790.640.D).

**All appeals, along with the required fee, must be received by 4 p.m., May 2, 2024.**

Due to the limited days the permit center is open for walk-in assistance, the appeal request shall be emailed to [eplans@cityofvancouver.us](mailto:eplans@cityofvancouver.us) as well as to the case manager's e-mail address below and the appeal fee electronically paid to the City of Vancouver.

Responsible Official: Mark Person, AICP, Senior Planner  
E-mail: [mark.person@cityofvancouver.us](mailto:mark.person@cityofvancouver.us)

April 18, 2024

Name

Date

Hello Ellsworth Springs Neighbors –

My wife & I are 33 year residents on 113<sup>th</sup> Court. I am contacting you in regards to a proposed development on 19<sup>th</sup> Street.

The Ginn Corporation is proposing a 47 single family home development on a 3 ½ acre site on 19<sup>th</sup> Street & Maxon Road. Below is a picture of the proposed development site.



The yellow lines on the map below outline the 4 proposed parcels for this development. The Ginn Corporation owns one lot and the R & B Macarthur family of Vancouver presently own the remaining parcels and are the co-developers for this project.



I have contacted Mark Person, AICP / Senior Planner, City of Vancouver, [mark.person@cityofvancouver.us](mailto:mark.person@cityofvancouver.us) regarding this project. **He advises that on June 18<sup>th</sup>, in a virtual online meeting format, a land use hearing will be held on this project.** If you contact Mr. Person at this email address you will receive an invitation to this meeting. If you also ask Mr. Person for more information about this development he will send you an online link to The City Of Vancouver Maps on Line site and a related File Manager site for all project information on file with the city.





## Ellsworth Springs Condominium Association

April 15, 2024

Mark Person  
City of Vancouver  
Via email: [mark.person@cityofvancouver.us](mailto:mark.person@cityofvancouver.us)

Re: 19<sup>th</sup> St Terrace Subdivision Zone Change [PRJ-168925/LUP-83811] / Remote Public Hearing notice

Dear Sir:

### **Who We Are**

Ellsworth Springs Condominium Association is an 84-unit single family condominium association comprised of local individuals and families situated geographically to the immediate north of the proposed subdivision zoning change area.

### **Our Objections and Request for Denial or Continued Assessment**

Our review of the zoning change proposal demonstrates that the proposal has not been adequately vetted or studied. As described below, traffic and environmental considerations have not been appropriately accounted for. We object to the zoning change of the proposed 19<sup>th</sup> St Terrace Subdivision from R-9 to R-17 as follows:

- The proposed lots are to be 1,625 square feet and do not meet the minimum lot size for R-17 which is 2,000 square feet (VMC 20.410.020-E). As a Type II variance, authorization of such variance must not be “materially detrimental to the public welfare or injurious to property in the vicinity...” VMC 20.290.040(B)(4). These changes are materially detrimental and should not be approved.
  - o Project studies estimate 450 additional trips per day along 19<sup>th</sup> St., SE Ellsworth Rd., and SE Nancy Rd. This represents a substantial increase that is likely to result in noticeable congestion and unsafe traffic conditions<sup>1</sup>
  - o The proposed plan includes no provision for guest parking, which will force overflow parking onto public roads.

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<sup>1</sup> The recent addition of 159 apartment units on SE Ellsworth Rd has already caused a notable increase in traffic along SE Ellsworth Rd. There has been insufficient time for the new development to fully populate so the full effects of additional density on traffic cannot be observed at this time.





## Ellsworth Springs Condominium Association

- o Local traffic infrastructure at the Ellsworth Rd. and 19th St. intersection and that of SR14 and Ellsworth Rd are already substandard due to poor visibility and speeding traffic on the Hwy 14 overpass. In 2005, our Neighborhood Action Plan section III noted that "[t]he intersection of SR14 and Ellsworth Road has been determined by the State to be a failed intersection because of visibility." Continuing to oversaturate these unsafe intersections in the face of known and existing failures under mandatory Manual of Uniform Traffic Control Device and generally accepted AASHTO design represents a substantial source of future state and municipal liability.
- o The proposed stormwater plan leaves questions about the eventual fate of groundwater introduced through the stormwater capture trenches. The plan:
  - Entirely failed to characterize the groundwater beneath the site - neither static level nor quality.
  - Does not address possible impact of groundwater movement to nearby water wells.
  - Highlights a layer of low permeability in pit I-1 yet does not address discontinuities within vadose and possible impacts downslope from upper trenches.
  - Does not consider the likelihood of groundwater daylighting off-property along Highway 14.

The proposed zoning change and subsequent development presents substantial traffic, safety, and environmental risk. We respectfully request you take these points into serious consideration and deny the additional density request.

Sincerely,

Brad Peterson

Secretary Ellsworth Springs Condominium Assn.

Concerns Regarding the Zoning Change  
for  
**19<sup>th</sup> Street Terrace Project**

by residents of the  
Southeast Ellsworth Neighborhood

Table of Contents

1. Concerns Statement
2. Maps
3. Personal Statement
4. Signatures Objecting to Zoning Change

Submitted: April 11, 2024

by: Linda Ignoffo  
1617 SE 114<sup>th</sup> Court  
Vancouver, WA

Email: [LLIGNOFFO@Comcast.net](mailto:LLIGNOFFO@Comcast.net)



# 19<sup>th</sup> Street Terrace

## Comments for Hearing

We find no compelling reason to support the change in zoning from R-9 to R-17 for 19<sup>th</sup> Street Terraces. We have listed reasons to keep it at the current R-9. We have reviewed the documents sent to us via link provided by **Mark Person, AICP, Senior Planner**. We have concerns about proximity of this property to springs and possible toxic wastes released by the prior owner. We are only addressing the issues that affect zoning in these comments. We will address other issues when the zoning is resolved.

The 19<sup>th</sup> Street Terrace is part of Ellsworth Springs. We are concerned about the portion of Ellsworth Springs from SE Ellsworth Rd. east to I-205 and SE 10<sup>th</sup> St. south to Hwy 14. This area is about 125 acres. For this narrative, this area will be called **SE Ellsworth Springs**. See **attached map 1**.

### A little history

The major development of SE Ellsworth Springs started in 1978 with Norwood Meadows. Over time this area was annexed into the city. Comprehensive plans were developed. We participated in the process for this. Please see **attached map 2** for this area that includes current zoning and when the property was developed. Over **ninety-five percent** of this area has been developed.

### Now

There are now six potential properties remaining in the SE Ellsworth Springs to be developed south of SE 19<sup>th</sup> St. and west of SE 113<sup>th</sup> Ave. The four properties west of SE 113<sup>th</sup> Ave. and east of SE Maxon Rd. are now to be combined to form 19<sup>th</sup> Street Terrace. These properties are zoned R-9, like the properties east of them. The two properties west of them, SE Maxon Rd. to SE Ellsworth Rd., are zoned R-21. One of these properties currently has a single home and barn and the other is vacant.

Many of the points for this development will apply whether the property is Zoned R-9 or R 17, such as improving the road and adding sidewalks, access to transportation and mobility, housing and human needs, safe and prepared community, and climate and natural systems.

## Concerns

### Vibrant and Distinct Neighborhoods

The rezone is **almost doubling** the density of the current zoning. SE Ellsworth Springs already has diverse housing types now, single family, duplexes, apartments, and condos. SE Ellsworth Springs has been developed in a well, thought-out way. Any developed properties zoned **above R-9** have direct access to major streets, SE 10<sup>th</sup> St. or SE Ellsworth Rd., not neighborhood streets. Any developed properties zoned **R-9 or below** are shielded from **above R-9** properties with parks, green space, trees and planned buffers. 19<sup>th</sup> Street Terrace would have homes with driveways directly entering SE 19<sup>th</sup> St., a neighborhood street. There would be no buffering 19<sup>th</sup> Street Terrace from the properties **zoned R-9 or below**. This would not integrate into the existing neighborhood if zoned R-17. This does not meet Vancouver's Strategic Plan City's goal of Vibrant and Distinct neighborhoods.

## Transportation

The transportation report expects the R-17 to generate 450 average weekday site trips. **The current rate is 20 trips increasing to 470, a net of 450.** The report states that the development impacts SE 19 St, SE Maxon Rd., and SE Ellsworth Road. Every trip leaving 19<sup>th</sup> Street Terrace will travel on SE 19<sup>th</sup> St., almost 90% of the trips will enter SE 19 St. at SE Maxon Rd. The report neglects to look at the flow of traffic east on SE 19<sup>th</sup> St., which would go north on SE 113<sup>th</sup> Ave. and SE Nancy Road to exit the neighborhood. The report does say 54 percent of the site trips will travel to/ from SE McGillivray Boulevard, east of Nancy. Just how do you get to McGillivray? Up SE 113<sup>th</sup> Ave. and SE Nancy Rd. Based on current trips, 54% is generating 10 trips. Based on 450 trips, that is 243 average weekday site trips get to and from McGillivray via SE 113<sup>th</sup> Ave and SE Nancy Road.

### SE 113<sup>th</sup> Ave and Nancy Road.

SE 113<sup>th</sup> Ave has sidewalks on one side of the road. Except for the addition of speed bumps, this road has not changed since it was built in 1978. Part of SE Nancy Road has no curbs. It does have some sidewalks on one side of the street but not all sidewalks are on the same side. Like SE 113<sup>th</sup> Ave, it does have speed bumps. SE Nancy Road, SE 113<sup>th</sup> Ave, and SE 19<sup>th</sup> St are used as a short-cut to Hwy 14 westbound. This route is a designated bike path, but no painted bike lanes exist. This **drastic** increase in trips would negatively impact the bicyclists, walkers, and the cars that already use this route. This amount of traffic would negatively impact serene cohesive neighborhood feel, not supporting Vancouver's desire for Vibrant and Distinct neighborhoods.

See attached **Action Steps** on *Ellsworth Springs Neighborhood Action Plan June 2005*

## Conclusion

By keeping the **Zone R-9**, the property will remain consistent with The Vancouver Strategic Plan. This neighborhood is ~95% developed. There has not been a change in the circumstances since the existing designations were established to warrant the change in zoning from R-9 to R-17. R-9 zoning will allow diverse housing types, provide middle income housing, and affordable housing choices. Most important, R-9 maintains SE Ellsworth Springs neighborhood livability. R-17 WOULD NOT.

Does the increase in zoning justify the impact on our neighborhood, for a mere 20 some houses?  
**We think not!**

## **Ellsworth Springs Neighborhood Action Plan City of Vancouver June 2005**

### **III. Mobility Management (Page 12)**

**Objective #3** *Improve pedestrian safety and access.*

Install curbing and drainage on ... Nancy Rd. (parts of Nancy Rd. has none)

**Objective #4** *Improve bicyclist safety and access.*

Install bike lanes on both sides of ..., SE 19<sup>th</sup> St., ..., Nancy Rd., French Rd., SE 98<sup>th</sup> Ave., and SE 113<sup>th</sup> Ave. (Nancy Rd., SE 113<sup>th</sup> Ave., and 19<sup>th</sup> St. have no bike lanes)

### **V. Public Safety (Page 16)**

**Objective #1** *Increase safety in our neighborhood and reduce crime.*

Install streetlights in dark areas: ..., Nancy Rd. (still dark areas)

# SE Ellsworth Neighborhood Aerial View

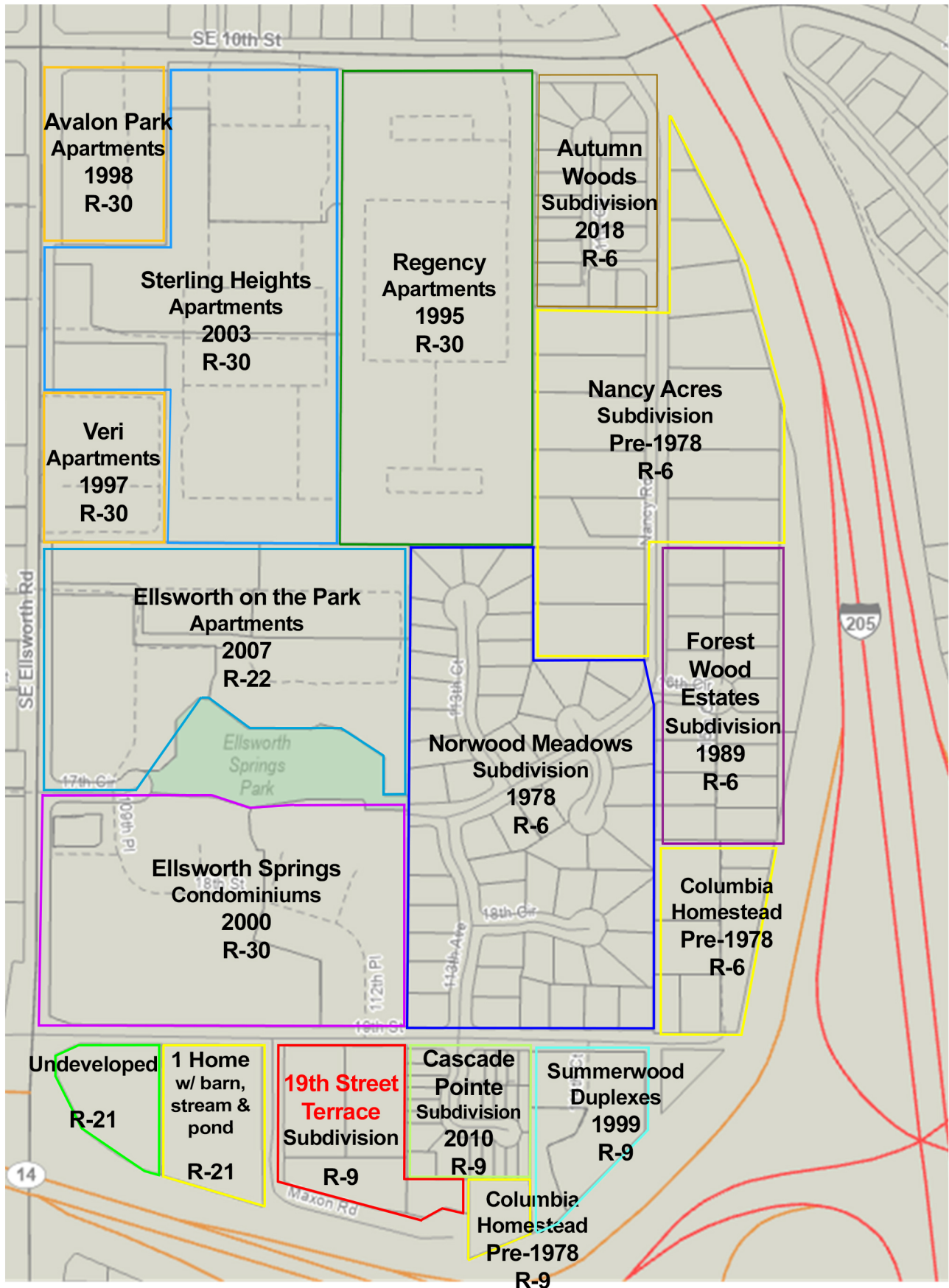


Map 1

4/1/2024



# SE Ellsworth Neighborhood Zoning Map



Map 2

# 19<sup>th</sup> Street Terrace Project – Water Issues

Comments by John Ignoffo to the Land Use Hearings Examiner

Submitted by:

John J. Ignoffo, Jr.  
1617 SE 114<sup>th</sup> Court (44-year resident)

Email: [John@Ignoffo.net](mailto:John@Ignoffo.net)

---

When I reviewed the SEPA ENVIRONMENTAL CHECKLIST for the *19th Street Terrace Project* (WAC 197-11-960), I noticed an omission that needs to be addressed regarding nearby surface water.

The Application states:

**3. Water**

a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. [\[help\]](#)

There are no surface water bodies on the site or in the immediate vicinity per the Critical Areas Report for the site.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [\[help\]](#)

No, there are no water bodies within 200' of the site.

I believe that these two items need to be re-addressed.

Directly North of the planned project is a greenspace that contains several natural springs, ponds, a cistern, and a stream which exits the greenspace via a culvert under 19<sup>th</sup> Street to the property directly West of the project. The stream on the western parcel is approximately 100 feet from the project's property line. One of the springs is slightly less than 100 feet North of the project's property line. I have annotated a Google aerial image (Figure 1) to show the location of these features.

Historically, water from the greenspace is known to flow over the roadway during rainy seasons. I have personally observed this more than once. This leads me to believe that measurement of the water table in August is not an accurate measure of surface nor groundwater for this project. I am sure mitigation will be needed. This issue needs attention no matter what type of development is to be done.

Today only a small percentage of the land is covered by hard surfaces. It is only logical that the more buildings and hardscape that is built leaves less drainage routes for the natural water, both above and below ground. Increasing the zoning to R-17 almost doubles the number of homes on the plat and more families would be affected by any water problems.

Leave the zoning at the current R-9 designation that is in the current city plan and has been there since before 2000. With our neighborhood almost completely built-out, this keeps the integrity and livability what I, and my neighbors, expect.

# 19<sup>th</sup> Street Terrace Project – Water Issues

Comments by John Ignoffo to the Land Use Hearings Examiner

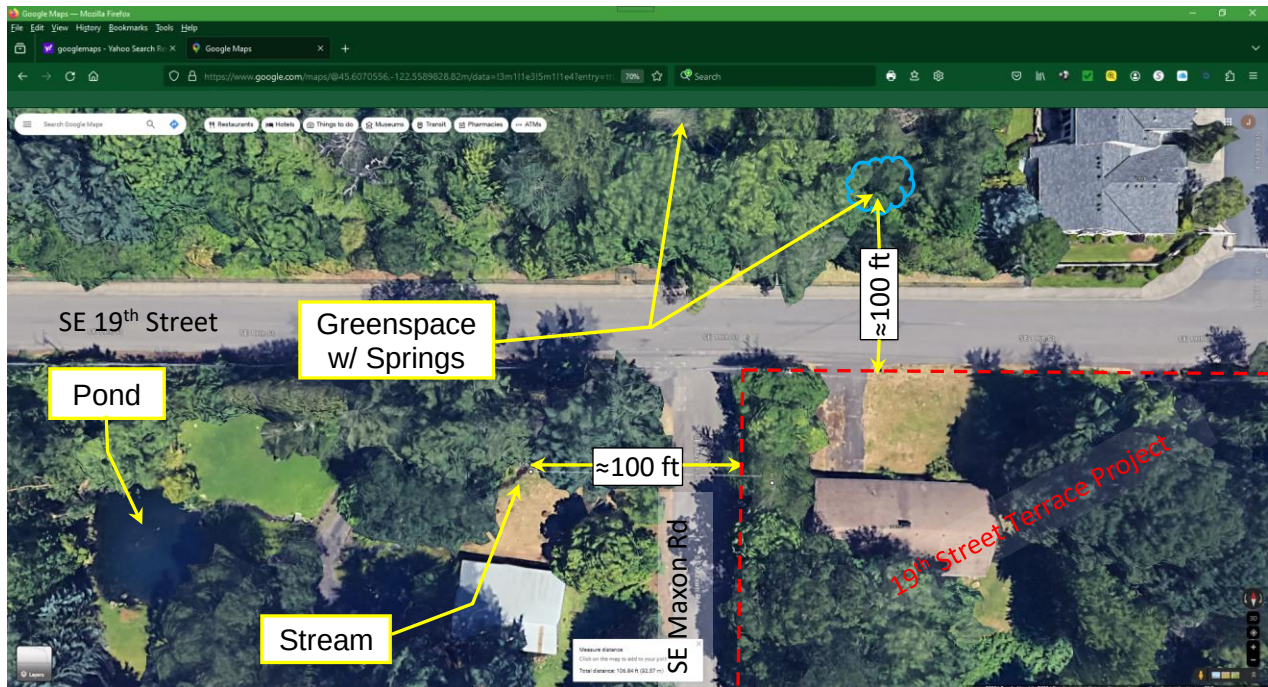


Figure 1: Nearby surface water

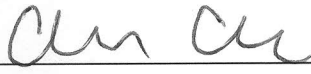
- The Greenspace contains several natural springs, ponds and a cistern.
- A Stream leaves the Greenspace via a culvert under 19<sup>th</sup> St. and onto the property directly West of the project and into a large pond.
- Both the stream and one of the springs are approximately 100 ft. from the proposed project boundaries.

◆ ◆ ◆

# Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood

Parcels Known as: **19<sup>th</sup> Street Terrace**

We, the undersigned nearby residents, do **NOT** support the zoning change from R-9 to R-17  
for the proposed development known as: **19<sup>th</sup> Street Terrace**.

  
Signature  
Aaron M. Crow  
Name (printed)

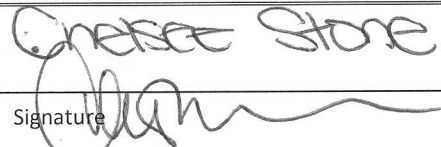
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Date signed  
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Address

  
Signature  
Liliya Zidrashtko  
Name (printed)

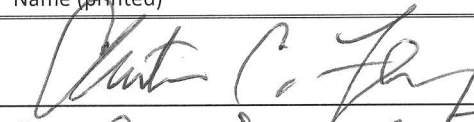
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1606 SE 113<sup>th</sup> Ct, Vancouver, WA  
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Signature  
Joan Stone  
Name (printed)

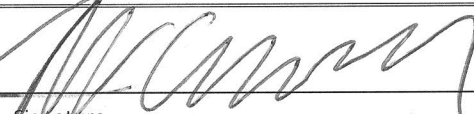
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Date signed  
1509 SE 113<sup>th</sup> Ct, Vancouver, WA  
Address

  
Signature  
Chelsea Stone  
Name (printed)

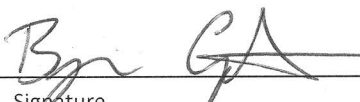
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Signature  
Christian C. Farley  
Name (printed)

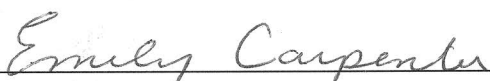
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Date signed  
1513 SE 113<sup>th</sup> Ct, Vancouver, WA  
Address

  
Signature  
JEFF CROWELL  
Name (printed)

☒ Owner ☐ Occupant 4/3 /2024  
Date signed  
11216 SE NANCY RD, Vancouver, WA  
Address

  
Signature  
Bryon Carpenter  
Name (printed)

☒ Owner ☐ Occupant 4/4 /2024  
Date signed  
1701 SE 114<sup>th</sup> Ct, Vancouver, WA  
Address

  
Signature  
EMILY CARPENTER  
Name (printed)

☒ Owner ☐ Occupant 4/4 /2024  
Date signed  
1701 SE 114<sup>th</sup> Ct, Vancouver, WA  
Address



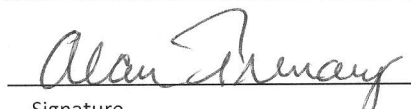
# Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood

Parcels Known as: **19<sup>th</sup> Street Terrace**

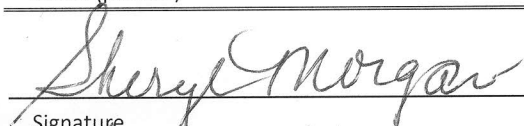
We, the undersigned nearby residents, do **NOT** support the zoning change from R-9 to R-17  
for the proposed development known as: **19<sup>th</sup> Street Terrace**.

  
Signature  
Becky Trenary  
Name (printed)

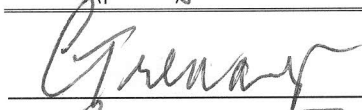
☒ Owner ☐ Occupant 4/12/2024  
Date signed  
1109 SE Nancy Rd, Vancouver, WA  
Address 98664

  
Signature  
ALAN TRENARY  
Name (printed)

☒ Owner ☐ Occupant 4/12/2024  
Date signed  
1109 SE Nancy Rd, Vancouver, WA  
Address

  
Signature  
Sheryl MORGAN  
Name (printed)

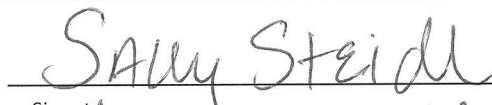
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Signature  
Craig Trenary  
Name (printed)

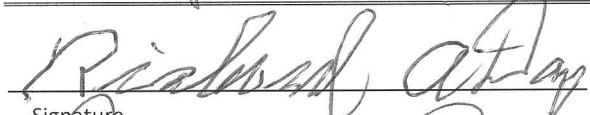
☒ Owner ☒ Occupant 4/12/2024  
Date signed  
1209 SE Nancy Rd, Vancouver, WA  
Address

  
Signature  
Robert Steidl  
Name (printed)

☒ Owner ☐ Occupant 4/12/2024  
Date signed  
1814 SE 113th Ave, Vancouver, WA  
Address

  
Signature  
Sally A Steidl  
Name (printed)

☒ Owner ☐ Occupant 4/12/2024  
Date signed  
1814 SE 113th Ave, Vancouver, WA  
Address

  
Signature  
Donna M Day  
Name (printed)

☒ Owner ☐ Occupant 4/12/2024  
Date signed  
11404 SE Nancy Rd, Vancouver, WA  
Address

  
Signature  
Christy Rose Crow  
Name (printed)

☒ Owner ☐ Occupant 4/12/2024  
Date signed  
11400 SE Nancy Rd, Vancouver, WA  
Address

# Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood

Parcels Known as: **19<sup>th</sup> Street Terrace**

We, the undersigned nearby residents, do NOT support the zoning change from R-9 to R-17  
for the proposed development known as: **19<sup>th</sup> Street Terrace**.

*Susan Oshiro-Zeier*

Signature

*Susan Oshiro-Zeier*

Name (printed)



Owner



Occupant

*4/12/2024*

Date signed

*1614 SE 115<sup>th</sup> Court*

Address

, Vancouver, WA

*Jenny Ots*

Signature

*Jenny Ots*

Name (printed)



Owner



Occupant

*4/12/2024*

Date signed

*1518 SE 115<sup>th</sup> Ave*

Address

, Vancouver, WA

*Carol Damian*

Signature

*Carol Damian*

Name (printed)



Owner



Occupant

*4/12/2024*

Date signed

*2715 SE Bella Vista Loop*

Address

, Vancouver, WA

*Diana Kelley*

Signature

*Diana Kelley*

Name (printed)



Owner



Occupant

*4/12/2024*

Date signed

*1400 SE Nancy Rd.*

Address

, Vancouver, WA

*Lisa Bodner*

Signature

*Lisa Bodner*

Name (printed)



Owner



Occupant

*1/2024*

Date signed

*1312 SE Nancy Rd 98004*

Address

, Vancouver, WA

*John Strong*

Signature

*John Strong*

Name (printed)



Owner



Occupant

*4/12/2024*

Date signed

*1515 112<sup>th</sup> Pl*

Address

, Vancouver, WA

*Darlene M. Holt*

Signature

*Darlene M. Holt*

Name (printed)



Owner



Occupant

*4/12/2024*

Date signed

*1216 SE Nancy Rd*

Address

, Vancouver, WA

*John C. Brickett*

Signature

*JOHN C. BRICKETT*

Name (printed)



Owner



Occupant

*04/10/2024*

Date signed

*10804 SE 18<sup>th</sup> Cir*

Address

, Vancouver, WA

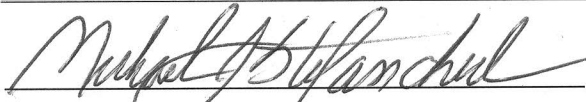
# Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood

Parcels Known as: **19<sup>th</sup> Street Terrace**

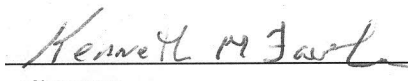
We, the undersigned nearby residents, do **NOT** support the zoning change from R-9 to R-17 for the proposed development known as: **19<sup>th</sup> Street Terrace**.

  
Signature  
Linda Calvert  
Name (printed)

☒ Owner ☐ Occupant 4/3/2024  
Date signed  
11301 SE 18<sup>th</sup> Circle, Vancouver, WA  
Address

  
Signature  
Michael Stefanchick  
Name (printed)

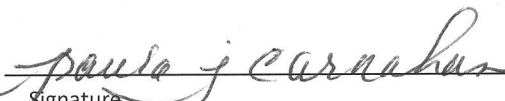
☒ Owner ☐ Occupant 4/3/2024  
Date signed  
11301 SE 18<sup>th</sup> Circle, Vancouver, WA  
Address

  
Signature  
Kenneth Fowler  
Name (printed)

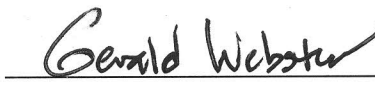
☒ Owner ☐ Occupant 4/3/2024  
Date signed  
11302 SE 18<sup>th</sup> Circle, Vancouver, WA  
Address

  
Signature  
Bill CARNAHAN  
Name (printed)

☒ Owner ☐ Occupant 4/3/2024  
Date signed  
11309 SE 18<sup>th</sup> Cir, Vancouver, WA  
Address

  
Signature  
Paula J Carnahan  
Name (printed)

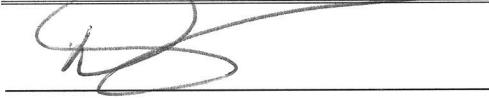
☒ Owner ☐ Occupant 4/3/2024  
Date signed  
11309 SE 18<sup>th</sup> Circle, Vancouver, WA  
Address

  
Signature  
Gerald Webster  
Name (printed)

☒ Owner ☐ Occupant 4/3/2024  
Date signed  
11405 SE 18<sup>th</sup> Circle, Vancouver, WA  
Address

  
Signature  
Gloria Webster  
Name (printed)

☒ Owner ☐ Occupant 4/3/2024  
Date signed  
11405 SE 18<sup>th</sup> Circle, Vancouver, WA  
Address

  
Signature  
Dana Murphy  
Name (printed)

☒ Owner ☐ Occupant 4/3/2024  
Date signed  
11402 SE 18<sup>th</sup> Cir., Vancouver, WA  
Address

# Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood

Parcels Known as: **19<sup>th</sup> Street Terrace**

We, the undersigned nearby residents, do NOT support the zoning change from R-9 to R-17  
for the proposed development known as: **19<sup>th</sup> Street Terrace**.

Michael T. O'Connell  
Signature  
Michael T. O'Connell  
Name (printed)

☒ Owner ☒ Occupant 7 / Apr / 2024  
Date signed  
11306 SE 18<sup>th</sup> Circle, Vancouver, WA  
Address Vanc., WA 98664

Carleen O'Connell  
Signature  
Carleen O'Connell  
Name (printed)

☒ Owner ☒ Occupant April 7 / 2024  
Date signed  
11306 SE 18<sup>th</sup> Cir, Vancouver, WA  
Address Vanc., WA 98664

Brad Carlson  
Signature  
Brad Carlson  
Name (printed)

☒ Owner ☐ Occupant 4 / 18 / 2024  
Date signed  
11406 SE 18<sup>th</sup> Circle, Vancouver, WA  
Address

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (printed)

☐ Owner ☐ Occupant \_\_\_\_ / \_\_\_\_ / 2024  
Date signed  
\_\_\_\_, Vancouver, WA  
Address

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (printed)

☐ Owner ☐ Occupant \_\_\_\_ / \_\_\_\_ / 2024  
Date signed  
\_\_\_\_, Vancouver, WA  
Address

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (printed)

☐ Owner ☐ Occupant \_\_\_\_ / \_\_\_\_ / 2024  
Date signed  
\_\_\_\_, Vancouver, WA  
Address

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (printed)

☐ Owner ☐ Occupant \_\_\_\_ / \_\_\_\_ / 2024  
Date signed  
\_\_\_\_, Vancouver, WA  
Address

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (printed)

☐ Owner ☐ Occupant \_\_\_\_ / \_\_\_\_ / 2024  
Date signed  
\_\_\_\_, Vancouver, WA  
Address

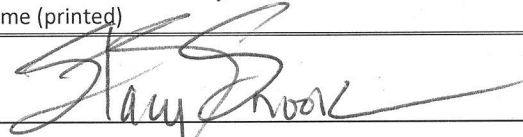
# Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood

Parcels Known as: **19<sup>th</sup> Street Terrace**

We, the undersigned nearby residents, do **NOT** support the zoning change from R-9 to R-17  
for the proposed development known as: **19<sup>th</sup> Street Terrace**.

  
Signature  
Name (printed) Scott Anderson

☒ Owner ☐ Occupant 04/03/2024  
Date signed  
11310 SE 18<sup>th</sup> Cir, Vancouver, WA  
Address

  
Signature  
Name (printed) Stacy Snook

☐ Owner ☒ Occupant 4/3/2024  
Date signed  
11310 SE 18<sup>th</sup> Cir, Vancouver, WA  
Address

  
Signature  
Name (printed) Dennis Quirk

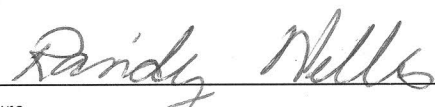
☒ Owner ☐ Occupant 4/3/2024  
Date signed  
1810 SE 113<sup>th</sup> Ave, Vancouver, WA  
Address 98664

  
Signature  
Name (printed) Kendra Binney

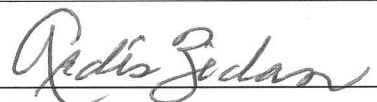
☒ Owner ☐ Occupant 4/3/2024  
Date signed  
11401 SE 18<sup>th</sup> Cir, Vancouver, WA  
Address

  
Signature  
Name (printed) Craig S. Birnbach

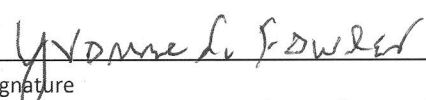
☒ Owner ☐ Occupant 4/3/2024  
Date signed  
11401 SE 18<sup>th</sup> Circle, Vancouver, WA  
Address

  
Signature  
Name (printed) Randy Nellis

☒ Owner ☐ Occupant 4/6/2024  
Date signed  
11305 S.E. 18<sup>th</sup>, Vancouver, WA  
Address

  
Signature  
Name (printed) Ardis Zidan

☒ Owner ☐ Occupant 4/6/2024  
Date signed  
11305 S.E. 18<sup>th</sup> Cir., Vancouver, WA  
Address

  
Signature  
Name (printed) Yvonne L. Fowler

☒ Owner ☐ Occupant 4/6/2024  
Date signed  
11302 SE 18<sup>th</sup> Circle, Vancouver, WA  
Address



# Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood

Parcels Known as: **19<sup>th</sup> Street Terrace**

We, the undersigned nearby residents, do NOT support the zoning change from R-9 to R-17 for the proposed development known as: **19<sup>th</sup> Street Terrace**.

Klarice K. Anderson  
Signature  
Klarice K. Anderson  
Name (printed)

☒ Owner ☒ Occupant 4 / 3 / 2024  
1905 S.E. 114<sup>th</sup> Court Date signed  
Unit B, Vancouver, WA  
98664

David Anderson  
Signature  
David Anderson  
Name (printed)

☒ Owner ☒ Occupant 4 / 3 / 2024  
1905 S.E. 114<sup>th</sup> Court Date signed  
Unit B, Vancouver, WA  
Address

Gray Baignon  
Signature  
GRAY BAINBON  
Name (printed)

☒ Owner ☒ Occupant 04 / 03 / 2024  
1906 SE 114<sup>th</sup> Ct. Date signed  
Unit B, Vancouver, WA  
Address

Sara D. Kragness  
Signature  
SARA D. KRAGNESS  
Name (printed)

☒ Owner ☒ Occupant 04 / 03 / 2024  
1910 A SE 114<sup>th</sup> Ct Date signed  
Unit A, Vancouver, WA  
Address

Sherry Morgan  
Signature  
Sherry Morgan  
Name (printed)

☒ Owner ☒ Occupant 4 / 3 / 2024  
1913 SE 114<sup>th</sup> Ct Date signed  
Unit B, Vancouver, WA  
Address

Jonathan R Anderson  
Signature  
Jonathan R Anderson  
Name (printed)

☒ Owner ☒ Occupant 4 / 3 / 2024  
1711 SE 115<sup>th</sup> Ct Date signed  
Vancouver, WA  
Address

Hilary E Anderson  
Signature  
Hilary Anderson  
Name (printed)

☒ Owner ☒ Occupant 4 / 3 / 2024  
1711 SE 115<sup>th</sup> Ct Date signed  
Vancouver, WA  
Address

Christine L. Kragness  
Signature  
CHRISTINE L. KRAGNESS  
Name (printed)

☐ Owner ☒ Occupant 04 / 07 / 2024  
2015 SE 114<sup>th</sup> Ct Date signed  
Vancouver, WA  
98664

# Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood

Parcels Known as: **19<sup>th</sup> Street Terrace**

We, the undersigned nearby residents, do NOT support the zoning change from R-9 to R-17  
for the proposed development known as: **19<sup>th</sup> Street Terrace**.

  
Signature  
Mark Johnson  
Name (printed)

☒ Owner ☐ Occupant

09/07/2024  
Date signed  
2011 SE 19<sup>th</sup> St  
Address  
, Vancouver, WA

  
Signature  
Madeline Pamplin  
Name (printed)

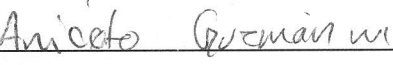
☒ Owner ☐ Occupant

04/07/2024  
Date signed  
2003 SE 114<sup>th</sup> Ct  
Address  
, Vancouver, WA

  
Signature  
Margaret Peña  
Name (printed)

☒ Owner ☒ Occupant

4/7/2024  
Date signed  
2003 S.E. 114<sup>th</sup> A  
Address  
, Vancouver, WA

  
Signature  
Aniceto Gorman  
Name (printed)

☐ Owner ☒ Occupant

4/7/2024  
Date signed  
1909 SE 114<sup>th</sup> Ct Apt A  
Address  
, Vancouver, WA

  
Signature  
Leonora Martinez  
Name (printed)

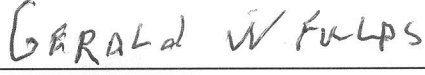
☒ Owner ☐ Occupant

9/17/2024  
Date signed  
1906 SE 114<sup>th</sup> Ct #A  
Address  
, Vancouver, WA

  
Signature  
Jason Fulps  
Name (printed)

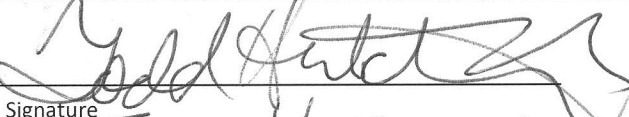
☐ Owner ☒ Occupant

4/17/2024  
Date signed  
1905 SE 114<sup>th</sup> Ct  
Address  
, Vancouver, WA

  
Signature  
GERALD Fulps  
Name (printed)

☐ Owner ☐ Occupant

4/17/2024  
Date signed  
1414 SE 78<sup>th</sup> AVE  
Address  
, Vancouver, WA

  
Signature  
TODD Hutchinson  
Name (printed)

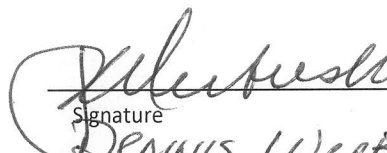
☒ Owner ☐ Occupant

4/17/2024  
Date signed  
1621 SE 115<sup>th</sup> Ct  
Address  
, Vancouver, WA

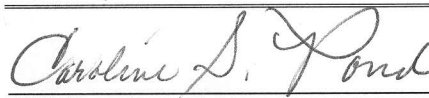
# Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood

Parcels Known as: **19<sup>th</sup> Street Terrace**

We, the undersigned nearby residents, do **NOT** support the zoning change from R-9 to R-17  
for the proposed development known as: **19<sup>th</sup> Street Terrace**.

  
Signature  
Dennis WerbowSKI  
Name (printed)

☒ Owner ☐ Occupant 4/17 /2024  
Date signed  
1719 SE 115<sup>th</sup> Ct, Vancouver, WA  
Address

  
Signature  
CAROLINE S. POND  
Name (printed)

☒ Owner ☐ Occupant 4/17 /2024  
Date signed  
1800 SE 115<sup>th</sup> Ct, Vancouver, WA  
Address

  
Signature  
Dennis R. Mankowski  
Name (printed)

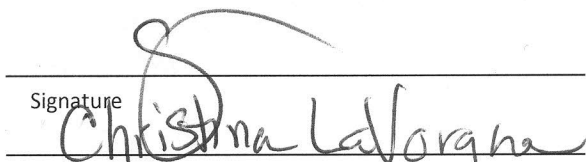
☒ Owner ☐ Occupant 4/17 /2024  
Date signed  
11414 SE 19<sup>th</sup> St, Vancouver, WA  
Address

  
Signature  
Mackenzie Cutter  
Name (printed)

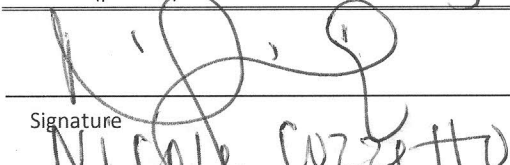
☒ Owner ☐ Occupant 4/17 /2024  
Date signed  
1913 SE 114<sup>th</sup> Ct A, Vancouver, WA  
Address  
98664

  
Signature  
William Cutter  
Name (printed)

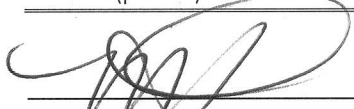
☒ Owner ☐ Occupant     /     /2024  
Date signed  
1913 SE 114<sup>th</sup> Ct A, Vancouver, WA  
Address

  
Signature  
Christina LaVorgna  
Name (printed)

☐ Owner ☒ Occupant 4/17 /2024  
Date signed  
1905 SE 114<sup>th</sup> Ct A, Vancouver, WA  
Address

  
Signature  
Nicole Cozzetto  
Name (printed)

☒ Owner ☒ Occupant 4/18 /2024  
Date signed  
1501 SE 115<sup>th</sup> Ct., Vancouver, WA  
Address

  
Signature  
Midge Dobbbs  
Name (printed)

☒ Owner ☒ Occupant 4/18 /2024  
Date signed  
11308 SE 19<sup>th</sup> St, Vancouver, WA  
Address



# Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood

## Parcels Known as: 19<sup>th</sup> Street Terrace

We, the undersigned nearby residents, do NOT support the zoning change from R-9 to R-17  
for the proposed development known as: 19<sup>th</sup> Street Terrace.

Guadalupe G Ramon  
Signature  
GUADALUPE GRAMOS  
Name (printed)

☒ Owner ☒ Occupant 4/8/2024  
Date signed  
1909 SE 114<sup>th</sup> Ct, Vancouver, WA  
Address 98664

Sondra Durfee  
Signature  
Sondra Durfee  
Name (printed)

☒ Owner ☒ Occupant 4/8/2024  
Date signed  
11703 SE 16<sup>th</sup> St., Vancouver, WA  
Address

M Durfee  
Signature  
Mike Durfee  
Name (printed)

☒ Owner ☒ Occupant 4/8/2024  
Date signed  
10703 SE 16<sup>th</sup> St, Vancouver, WA  
Address

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (printed)

☐ Owner ☐ Occupant \_\_\_\_/\_\_\_\_/2024  
Date signed  
\_\_\_\_\_, Vancouver, WA  
Address

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (printed)

☐ Owner ☐ Occupant \_\_\_\_/\_\_\_\_/2024  
Date signed  
\_\_\_\_\_, Vancouver, WA  
Address

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (printed)

☐ Owner ☐ Occupant \_\_\_\_/\_\_\_\_/2024  
Date signed  
\_\_\_\_\_, Vancouver, WA  
Address

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (printed)

☐ Owner ☐ Occupant \_\_\_\_/\_\_\_\_/2024  
Date signed  
\_\_\_\_\_, Vancouver, WA  
Address

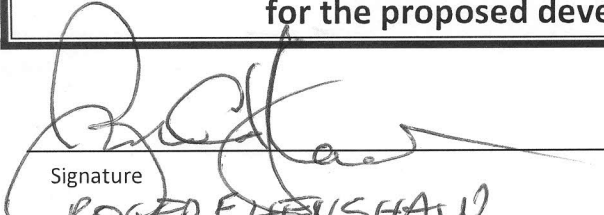
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (printed)

☐ Owner ☐ Occupant \_\_\_\_/\_\_\_\_/2024  
Date signed  
\_\_\_\_\_, Vancouver, WA  
Address

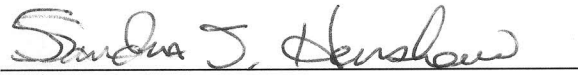
# Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood

Parcels Known as: **19<sup>th</sup> Street Terrace**

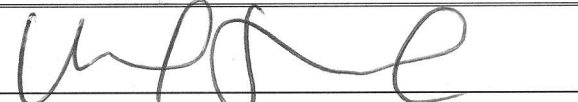
We, the undersigned nearby residents, do NOT support the zoning change from R-9 to R-17  
for the proposed development known as: **19<sup>th</sup> Street Terrace**.

  
Signature  
Name (printed) **ROGER E HENSHAW**

☒ Owner ☐ Occupant 04/08/2024  
Date signed  
1703 SE 114<sup>TH</sup> COURT  
Address  
Vancouver, WA

  
Signature  
Name (printed) **SANDRA J. HENSHAW**

☒ Owner ☐ Occupant 04/08/2024  
Date signed  
1703 SE 114<sup>TH</sup> COURT  
Address  
Vancouver, WA

  
Signature  
Name (printed) **Michael Strachan**

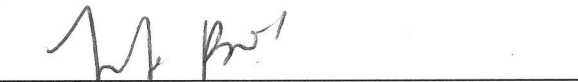
☒ Owner ☐ Occupant 4/8/2024  
Date signed  
1707 SE 114<sup>TH</sup> COURT  
Address  
Vancouver, WA

  
Signature  
Name (printed) **Michael Giacalone**

☒ Owner ☐ Occupant 4/8/2024  
Date signed  
1707 SE 114<sup>TH</sup> COURT  
Address  
Vancouver, WA

  
Signature  
Name (printed) **Chris Brox**

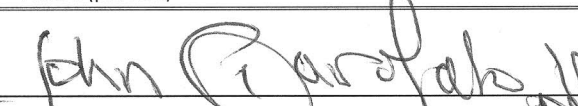
☒ Owner ☐ Occupant 4/8/2024  
Date signed  
1609 SE 115<sup>TH</sup> CT  
Address  
Vancouver, WA

  
Signature  
Name (printed) **Jennifer Brox**

☒ Owner ☐ Occupant 4/8/2024  
Date signed  
1609 SE 115<sup>TH</sup> CT  
Address  
Vancouver, WA

  
Signature  
Name (printed) **Nancy R. Parsons**

☒ Owner ☐ Occupant 4/9/2024  
Date signed  
11307 SE Nancy Rd  
Address  
Vancouver, WA

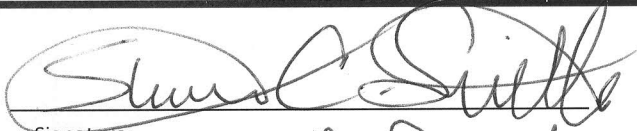
  
Signature  
Name (printed) **John GAROFALO, JR.**

☒ Owner ☐ Occupant 4/9/2024  
Date signed  
1812 SE 112<sup>TH</sup> PL  
Address  
Vancouver, WA

# Signatures Objecting to Re-zoning of SE Ellsworth Neighborhood

Parcels Known as: **19<sup>th</sup> Street Terrace**

We, the undersigned nearby residents, do **NOT** support the zoning change from R-9 to R-17  
for the proposed development known as: **19<sup>th</sup> Street Terrace**.

  
Signature  
Steven C. Smith  
Name (printed)

☒ Owner ☐ Occupant  
11217 SE Nancy Rd  
Address

04/09/2024  
Date signed  
Vancouver, WA

  
Signature  
Linda L. Ignoffo  
Name (printed)

☒ Owner ☐ Occupant  
1617 SE 114<sup>th</sup> Ct  
Address

04/10/2024  
Date signed  
Vancouver, WA

  
Signature  
JOHN J. IGNOFFO, JR  
1617 SE 114<sup>th</sup> Ct  
Name (printed)

☒ Owner ☐ Occupant  
1617 SE 114<sup>th</sup> Ct  
Address

4/10/2024  
Date signed  
Vancouver, WA

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (printed)

☐ Owner ☐ Occupant  
\_\_\_\_\_  
Address

\_\_\_\_/\_\_\_\_/2024  
Date signed  
Vancouver, WA

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (printed)

☐ Owner ☐ Occupant  
\_\_\_\_\_  
Address

\_\_\_\_/\_\_\_\_/2024  
Date signed  
Vancouver, WA

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (printed)

☐ Owner ☐ Occupant  
\_\_\_\_\_  
Address

\_\_\_\_/\_\_\_\_/2024  
Date signed  
Vancouver, WA

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (printed)

☐ Owner ☐ Occupant  
\_\_\_\_\_  
Address

\_\_\_\_/\_\_\_\_/2024  
Date signed  
Vancouver, WA

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (printed)

☐ Owner ☐ Occupant  
\_\_\_\_\_  
Address

\_\_\_\_/\_\_\_\_/2024  
Date signed  
Vancouver, WA

## Person, Mark

---

**From:** Steve Smith <scsmith51@comcast.net>  
**Sent:** Friday, March 29, 2024 1:50 PM  
**To:** Person, Mark  
**Subject:** 19th Street terrace subdivision and zone change

You don't often get email from scsmith51@comcast.net. [Learn why this is important](#)

**CAUTION:** This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mark thank you for sending me the city of Vancouver flyer regarding this proposed subdivision development.

My name is Steve Smith and I live at 11217 Southeast Nancy road which is just a couple blocks away from the planned development area on 19th.

I wanted to let you know I prefer the zoning remains at R9 as do many of my neighbors due to our increasing concerns about traffic and congestion in a small neighborhood environment. We are accustomed to and would prefer that we maintain limited through traffic along Nancy road.

The reality is people living on 19th will come up through Nancy road to 10th, if they intend to go to the shopping area with Fred Meyer and all of the other retailers and restaurants up in that area off of Chkalov and Mill Plain and further to the east.

Also I would imagine that with the design of so many homes so narrow and close to each other being planned, that parking for these homeowners and renters will be challenging.

The lower density construction of an R9 zone will ease things a bit.

I've spoken to a number of my neighbors in the Nancy road neighborhood and they have a similar perspective on things.

Other than this email when and where should I be sure to share my concerns related to this matter?

Wishing you all the best.

Steve Smith

*Sent from my Verizon Motorola Smartphone*

## EXHIBIT V

### Person, Mark

---

**From:** Brent Davis <Brent.Davis@clark.wa.gov>  
**Sent:** Monday, April 29, 2024 3:03 PM  
**To:** Person, Mark  
**Cc:** Ray, Charles; Gabby Bender  
**Subject:** RE: 19th Street Terrace Oaks

Mark,

It looks like there is a typo in conclusion 6, the oak canopy impact is 0.03 acres.

Thanks



**Brent Davis**  
Land Use Review Manager  
Shoreline Administrator  
COMMUNITY DEVELOPMENT

---

**From:** Gabby Bender <Gabby@eco-land.com>  
**Sent:** Monday, April 29, 2024 2:38 PM  
**To:** Person, Mark <mark.person@cityofvancouver.us>; Brent Davis <Brent.Davis@clark.wa.gov>  
**Cc:** Ray, Charles <Charles.Ray@cityofvancouver.us>  
**Subject:** RE: 19th Street Terrace Oaks

Thank you Brent and Mark. I will save these comments for our records.



**Gabby Bender | Biologist**  
1157 3rd Avenue, Suite 220A Longview, WA 98632  
P: 360-578-1371 ext. 1005 | F: 360-414-9305  
[www.eco-land.com](http://www.eco-land.com) | [gabby@eco-land.com](mailto:gabby@eco-land.com)

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**From:** Person, Mark <[mark.person@cityofvancouver.us](mailto:mark.person@cityofvancouver.us)>  
**Sent:** Monday, April 29, 2024 2:16 PM  
**To:** Brent Davis <[Brent.Davis@clark.wa.gov](mailto:Brent.Davis@clark.wa.gov)>

**Cc:** Gabby Bender <[Gabby@eco-land.com](mailto:Gabby@eco-land.com)>; Ray, Charles <[Charles.Ray@cityofvancouver.us](mailto:Charles.Ray@cityofvancouver.us)>

**Subject:** RE: 19th Street Terrace Oaks

Brent,

Great, thank you for these comments, they are much appreciated.

Mark

---

**From:** Brent Davis <[Brent.Davis@clark.wa.gov](mailto:Brent.Davis@clark.wa.gov)>

**Sent:** Monday, April 29, 2024 1:59 PM

**To:** Person, Mark <[mark.person@cityofvancouver.us](mailto:mark.person@cityofvancouver.us)>

**Cc:** Gabby Bender <[Gabby@eco-land.com](mailto:Gabby@eco-land.com)>

**Subject:** RE: 19th Street Terrace Oaks

Mark,

I have reviewed the Critical Areas Report (CAR) and proposed Oak Bank Use Plan for the project. I also assessed the existing Oregon White Oak Woodland functions in accordance with current WDFW Management Recommendations.

Here are my conclusions and recommendations:

1. I concur with the wetland findings and the description and characterization of the Oregon White Oak Woodlands in the CAR;
2. The CAR and mitigation plan were not prepared in accordance with current WDFW Management Recommendations;
3. Using the Oak Habitat Metric rapid assessment tool recommended by WDFW, I conclude that the Baseline Ecological Function is "low" (33.84%, score sheet attached) and the Ecological Function After Development remains "low" (35.27%, score sheet attached), warranting a temporal loss mitigation ratio for all canopy impacts of 1:1 per current WDFW Oregon White Oak Woodland Management Recommendations
4. Per WDFW Oregon White Oak Woodland Management Recommendations Habitat Replacement or loss of each oak between 18 and 24 in. dbh is 150:1 replanting of seedling oaks at 500 stem/ac., which equals 0.3 ac. of planting area or 0.15 creation credits from an Oregon White Oak Woodland mitigation bank;
5. Proposed purchase of 0.09 bank credits at the Terrace Oak Bank will satisfy 60% of the habitat replacement requirement;
6. The proposed on-site oak woodland enhancement of 0.30 acre satisfies the temporal loss associated with canopy and understory impacts (0.3 ac.) and provides an additional 0.27 acre of out of kind mitigation for habitat replacement;
7. The habitat replacement deficit after the proposed credit purchase is 0.12 ac (0.06 bank credits, or 40% of the required mitigation). Applying a 2:1 ratio for out of kind mitigation on-site (enhancement), I conclude that the 0.27 acres of enhancement that is not needed to offset temporal loss, is sufficient to address the habitat loss that will not be mitigated with the proposed bank credit purchase; and
8. The proposed 5 year monitoring and maintenance plan is sufficient.

Recommendation: Approval with conditions (as follows):

1. Bank credits shall be purchased prior to recoding of the Final Plat;
2. A financial assurance shall be provided for the proposed enhancement if the mitigation cannot be completed prior to recording; and
3. A conservation covenant protecting Oregon White Oak Woodland functions and values in a form approved by the City Attorney shall be recorded concurrently or prior to recoding of the Final Plat.



**Brent Davis**  
Land Use Review Manager  
Shoreline Administrator  
COMMUNITY DEVELOPMENT

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**From:** Person, Mark <[mark.person@cityofvancouver.us](mailto:mark.person@cityofvancouver.us)>  
**Sent:** Monday, April 29, 2024 10:36 AM  
**To:** Brent Davis <[Brent.Davis@clark.wa.gov](mailto:Brent.Davis@clark.wa.gov)>  
**Subject:** RE: 19th Street Terrace Oaks

Brent,

Any conditions I should incorporate into the staff report for this one?

Thank you,

Mark

---

**From:** Person, Mark  
**Sent:** Wednesday, April 17, 2024 1:59 PM  
**To:** Brent Davis <[Brent.Davis@clark.wa.gov](mailto:Brent.Davis@clark.wa.gov)>  
**Subject:** RE: 19th Street Terrace Oaks

We are complete so this will be for the decision. If you could have any comments to me by 4/26, that would be much appreciated.

---

**From:** Brent Davis <[Brent.Davis@clark.wa.gov](mailto:Brent.Davis@clark.wa.gov)>  
**Sent:** Wednesday, April 17, 2024 1:58 PM  
**To:** Person, Mark <[mark.person@cityofvancouver.us](mailto:mark.person@cityofvancouver.us)>  
**Subject:** RE: 19th Street Terrace Oaks

Is this still a completeness review or for your decision?



**Brent Davis**  
Land Use Review Manager  
Shoreline Administrator  
COMMUNITY DEVELOPMENT

---

**From:** Mark <[mark.person@cityofvancouver.us](mailto:mark.person@cityofvancouver.us)>  
**Sent:** Wednesday, April 17, 2024 1:55 PM  
**To:** Brent Davis <[Brent.Davis@clark.wa.gov](mailto:Brent.Davis@clark.wa.gov)>  
**Subject:** 19th Street Terrace Oaks

**EXTERNAL:** This email originated from outside of Clark County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Brent Davis,

Use the following link to download file(s) using [SynaMan® - a remote file manager](#).

File(s) will be available for download until **4/24/24 1:55 PM**

[Click here to download](#)

## Comments

Brent, can you look at this updated bank use plan for 19th Street Terrace? Since the new WDFW standards were not official issued until this year and this application pre-apped and was submitted late last year, we are going under the previous guidance for this one.



# OAK HABITAT METRIC

Version 1.0

Name of Project Site: 19th St. Terrace - Post Development

Date Assessed: 4/30/2024

Elevation: 194-158 ft.

Data Collector: Brent Davis

Latitude\*: 45.61

Longitude\*: -122.55809

Area of Project Site (acres): 3.46 ac.

\* near center of the project site

What is the desired site condition or management objective(s) for this project site? Check all that apply (by using the drop-down menu).

|                                     |                                                                                                         |
|-------------------------------------|---------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | Oak woodland & forest? (crowns of most oaks are within 2 crown-widths of each other)                    |
| <input type="checkbox"/>            | Oak savanna? (crowns of most oaks farther than 2 crown-widths of each other; canopy cover usually <10%) |
| <input checked="" type="checkbox"/> | Other? (describe below)                                                                                 |

8 oaks in 3 clusters within mixed hardwood conifer forest with disturbed understory and some residential development

**External Data:** List below the persons, agencies, and/or documents that provided location information on rare wildlife species, rare plants, and/or the boundaries of designated conservation priority areas. Also, note the recentness of the information (if known).

Current Washington Natural Heritage Program (DNR) and WDFW Priority Habitat And Species mapping.

**Project Site History:** Based on conversation with land owner/manager and other information, describe below the years and extent (% of project site) of past and present management actions (e.g., vegetation control), natural disturbances (e.g., fire, insect infestations), and human-associated disturbances (e.g., timber harvest, grazing regimes). If possible, sketch a map showing where specific types of management have occurred.

The site has been in residential use for at least 40 years

## FINAL SCORE TABLE

DO NOT ENTER DATA HERE

|                     |              |
|---------------------|--------------|
|                     | Final Score* |
| OAK HABITAT QUALITY | 35.27%       |

\*indicates the percentage of optimum

# OAK HABITAT CALCULATOR

Name of  
Project Site:

Date  
Assessed:

## MAIN INDICATORS TABLE

The majority of questions below contain drop-down menus in their respective answer box. Please select answer from the drop-down menus, when possible, instead of typing in the answer.

| Question #                       | Category                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Maximum Weight in Oak Habitat Quality Final Score | Data Entry                                                                                                | Weights for Main Indicator | Weighted Data | Main Indicator Subscore | Main Indicator Name                                                                                     |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------|----------------------------|---------------|-------------------------|---------------------------------------------------------------------------------------------------------|
| <b>Obtain answers in Office.</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   |                                                                                                           |                            |               |                         |                                                                                                         |
| 1                                | <b>Does the project site contain: (a) at least 1 oak tree per acre, AND (b) the ground cover between the oaks is not mostly pavement, lawn, or row crops?</b><br>If yes, continue. If no, STOP -- this project site cannot be assessed using this Oak Habitat Calculator.                                                                                                                                                                                                                                                                        |                                                   |                                                                                                           |                            |               |                         |                                                                                                         |
| 2                                | <b>From aerial imagery, and confirmed by field observations if possible, what percent of the land <u>within</u> the project site contains each of the following:</b><br>Next to each, enter best estimate of the percent. <u>Enter 0% if none.</u> Enter 1% if barely present. Must sum to 100%.                                                                                                                                                                                                                                                 |                                                   |                                                                                                           |                            |               |                         |                                                                                                         |
|                                  | Risk                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 0.50                                              | Trees (any kind -- oak, other hardwoods, conifers, etc.) and/or Native Perennial Grasslands (non-wetland) | 10%                        | 1.00          | 0.10                    | <div style="background-color: #90ee90; width: 50px; height: 50px; margin: 0 auto;"></div> 10.00% LUsite |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Shrubs/Chaparral                                                                                          | 0%                         | 0.10          | 0.00                    |                                                                                                         |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Hayfield, Ryegrass, Grain field, Pasture (if grazed for several months annually)                          |                            | 0.00          | 0.00                    |                                                                                                         |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Other Grasslands mowed or grazed no more than once annually                                               |                            | 0.05          | 0.00                    |                                                                                                         |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Cropland, Orchard, Vineyard                                                                               |                            | 0.00          | 0.00                    |                                                                                                         |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Bare Areas, Water, Roads, Buildings, Landscaped Yards                                                     | 90%                        | 0.00          | 0.00                    |                                                                                                         |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Other                                                                                                     |                            |               |                         |                                                                                                         |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | SUM                                                                                                       | 100%                       |               |                         |                                                                                                         |
| 3                                | <b>From aerial imagery, what percent of the land <u>within 0.5 mile</u> of the center of the project site is occupied by:</b><br>Next to each, enter best estimate of the percent. <u>Enter 0% if none.</u> Enter 1% if barely present. Must sum to 100%.                                                                                                                                                                                                                                                                                        |                                                   |                                                                                                           |                            |               |                         |                                                                                                         |
|                                  | Context                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1.00                                              | Trees (any kind -- oak, other hardwoods, conifers, etc.) and/or Native Perennial Grasslands (non-wetland) | 15%                        | 1.00          | 0.15                    | <div style="background-color: #90ee90; width: 50px; height: 50px; margin: 0 auto;"></div> 15.00% LU.5mi |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Shrubs/Chaparral                                                                                          | 10%                        | 0.10          | 0.01                    |                                                                                                         |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Hayfield, Ryegrass, Grain field, Pasture (if grazed for several months annually)                          | 10%                        | 0.00          | 0.00                    |                                                                                                         |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Other Grasslands mowed or grazed no more than once annually                                               |                            | 0.05          | 0.00                    |                                                                                                         |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Cropland, Orchard, Vineyard                                                                               |                            | 0.00          | 0.00                    |                                                                                                         |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Bare Areas, Water, Roads, Buildings, Landscaped Yards                                                     | 65%                        | 0.00          | 0.00                    |                                                                                                         |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Other                                                                                                     |                            |               |                         |                                                                                                         |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | SUM                                                                                                       | 100%                       |               |                         |                                                                                                         |
| 4                                | <b>What is the area-weighted distance to other patches of oak?</b><br>Go to the Oak worksheet, find the applicable score in the Oak Table, and enter that number here.                                                                                                                                                                                                                                                                                                                                                                           |                                                   |                                                                                                           |                            |               |                         |                                                                                                         |
|                                  | Context                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1.00                                              |                                                                                                           | 1                          |               | 3.03%                   | DistOak                                                                                                 |
| 5                                | <b>Use the center of the project site to draw a circle with a 1-mile radius. Within that circle, do paved roads completely encircle the project site? <i>Note: To qualify as "paved roads", the paved roads must be wide enough to create a gap wider than the average* tree canopy diameter. (*average = average for the project site, eye-balled)</i></b><br>If yes, select 1. If no, select 0.                                                                                                                                                |                                                   |                                                                                                           |                            |               |                         |                                                                                                         |
|                                  | Risk                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 0.50                                              |                                                                                                           | 1                          |               | 50.00%                  | Encirc                                                                                                  |
| 6                                | <b>What is the closest distance from the project site's oaks to areas likely to be sprayed for insect control, such as to orchards, vineyards, horticultural nurseries, blueberries, hops, mint, most row crops, or forest lands with pest insect infestations?</b><br>Select only <u>one</u> choice. Enter "1" next to the most relevant choice.                                                                                                                                                                                                |                                                   |                                                                                                           |                            |               |                         |                                                                                                         |
|                                  | Risk                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 0.50                                              | On-site or within 100 ft from project site boundary                                                       |                            | 0             | 0.00                    | <div style="background-color: #90ee90; width: 50px; height: 50px; margin: 0 auto;"></div> 100.00% Spray |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | 100-1000 ft from project site boundary                                                                    |                            | 1             | 0.00                    |                                                                                                         |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | 1001 ft - 1 mile from project site boundary                                                               |                            | 2             | 0.00                    |                                                                                                         |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | >1 mile from project site boundary                                                                        | 1                          | 3             | 3.00                    |                                                                                                         |
| 7                                | <b>Is the project site within or nearly contiguous to a designated priority area for habitat conservation or restoration by a statewide or regionwide plan? (In Oregon, this includes areas mapped as Conservation Priority Areas. Both in Oregon and elsewhere it may include priority areas listed in a State Wildlife Action Plan/Strategy, a TNC Ecoregional Plan, or by a state Natural Heritage Program.)</b><br>If yes, select 1. If no, select 0.                                                                                        |                                                   |                                                                                                           |                            |               |                         |                                                                                                         |
|                                  | Context                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1.00                                              |                                                                                                           | 1                          |               | 100.00%                 | PrioArea                                                                                                |
| 8                                | <b>Is a special-status animal species known to be present and reproducing on the project site or within 0.5 mile? (Contact the State Heritage Program, wildlife agencies, and qualified local observers. If time and expertise are available, conduct surveys during appropriate months. <u>See RareVertebrates worksheet.</u>)</b><br>Select, from the drop-down menu, the category that represents the total number of special-status animal species found on the project site. If there is no information available, select "no information." |                                                   |                                                                                                           |                            |               |                         |                                                                                                         |
|                                  | Species                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1.00                                              |                                                                                                           | 0                          |               | 0.00%                   | RareAnim                                                                                                |
| 9                                | <b>Is a special-status plant species present within the project site? (Contact the State Heritage Program, Native Plant Society, and qualified local botanists. If time and expertise are available, conduct surveys during appropriate months. <u>See RarePlants worksheet.</u>)</b><br>Select, from the drop-down menu, the category that represents the total number of special-status plant species found on the project site. If there is no information available, select "no information."                                                |                                                   |                                                                                                           |                            |               |                         |                                                                                                         |
|                                  | Species                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1.00                                              |                                                                                                           | 0                          |               | 0.00%                   | RarePlant                                                                                               |

| Obtain answers from Project Site Visit. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      |                                                                                                                                                                      |   |   |      |         |  |          |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|------|---------|--|----------|
| 10                                      | <b>Within the project site, what proportion of the hardwood trees 20 feet or taller are oak?</b><br>Select only <u>one</u> choice. Enter "1" next to the most relevant choice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |      |                                                                                                                                                                      |   |   |      |         |  |          |
|                                         | Vegetation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 0.33 | <50%                                                                                                                                                                 | 1 | 0 | 0.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | 50-75%                                                                                                                                                               |   | 1 | 0.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | 76-90%                                                                                                                                                               |   | 2 | 0.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | >90%                                                                                                                                                                 |   | 3 | 0.00 | 0.00%   |  | PctOak   |
| 11                                      | <b>Does the project site contain <u>all</u> the oak species that are expected to occur in this geographic location and elevation? (Use the maps, found here: <a href="http://esp.cr.usgs.gov/data/atlas/little/">http://esp.cr.usgs.gov/data/atlas/little/</a>, to determine which oak species are expected in the project site's geographic location and elevation.)</b><br>If yes, select 1. If no, select 0.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      |                                                                                                                                                                      |   |   |      |         |  |          |
|                                         | Vegetation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 0.33 |                                                                                                                                                                      | 1 |   |      | 100.00% |  | AllSpp   |
| 12                                      | <b>Within the project site's oak forest, woodland, and savanna, what is the percent of shrub and vine cover (excluding chaparral)?</b><br>Select only <u>one</u> choice. Enter "1" next to the most relevant choice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |      |                                                                                                                                                                      |   |   |      |         |  |          |
|                                         | Vegetation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 0.33 | None (or < 5 individual plants) -- SKIP TO #14 IF THIS ANSWER CHOICE IS SELECTED                                                                                     |   | 2 | 0.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | Trace to 50%                                                                                                                                                         | 1 | 5 | 5.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | >50%                                                                                                                                                                 |   | 4 | 0.00 | 100.00% |  | SCov     |
| 13                                      | <b>DO NOT ANSWER THIS QUESTION IF THE ANSWER TO QUESTION #12 WAS "NONE (OR &lt;5 INDIVIDUAL PLANTS)." SKIP TO QUESTION #14.</b><br><b>Within the project site's oak forest, woodland, and savanna, what proportion of the shrub and vine cover (excluding chaparral) is invasive species of shrubs and vines? (See <u>Invasives worksheet</u>.)</b><br>Select only <u>one</u> choice. Enter "1" next to the most relevant choice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |      |                                                                                                                                                                      |   |   |      |         |  |          |
|                                         | Vegetation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1.00 | None (or <5 individual plants)                                                                                                                                       |   | 6 | 0.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | Trace to 15%                                                                                                                                                         |   | 5 | 0.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | 16-30%                                                                                                                                                               |   | 2 | 0.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | 31-50%                                                                                                                                                               |   | 1 | 0.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | >50%                                                                                                                                                                 | 1 | 0 | 0.00 | 0.00%   |  | SlInvas  |
| 14                                      | <b>Within the project site's oak forest, woodland, and savanna, what proportion of the herbaceous vegetation (forbs &amp; grasses) cover is invasive herb species? (See <u>Invasives worksheet</u>.)</b><br>Select only <u>one</u> choice. Enter "1" next to the most relevant choice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      |                                                                                                                                                                      |   |   |      |         |  |          |
|                                         | Vegetation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1.50 | None (or <5 individual plants)                                                                                                                                       |   | 6 | 0.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | Trace to 15%                                                                                                                                                         |   | 5 | 0.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | 16-30%                                                                                                                                                               |   | 2 | 0.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | 31-50%                                                                                                                                                               |   | 1 | 0.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | >50%                                                                                                                                                                 | 1 | 0 | 0.00 | 0.00%   |  | HInvas   |
| 15                                      | <b>Within the project site's oak forest, woodland, and savanna, what proportion of the trees taller than 20 feet are conifers (excluding pine &amp; juniper)?</b><br>Select only <u>one</u> choice. Enter "1" next to the most relevant choice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      |                                                                                                                                                                      |   |   |      |         |  |          |
|                                         | Vegetation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1.50 | <5%                                                                                                                                                                  |   | 4 | 0.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | 5-10%                                                                                                                                                                | 1 | 3 | 3.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | 11-25%                                                                                                                                                               |   | 2 | 0.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | 26-50%                                                                                                                                                               |   | 1 | 0.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | >50%                                                                                                                                                                 |   | 0 | 0.00 | 75.00%  |  | Conif    |
| 16                                      | <b>To what degree has the soil on the project site been (or will be) disturbed beyond its natural state, such as disturbances caused by off-road vehicles, livestock, feral pigs, or farm machinery?</b><br>Select only <u>one</u> choice. Enter "1" next to the most relevant choice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      |                                                                                                                                                                      |   |   |      |         |  |          |
|                                         | Risk                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 0.50 | None, and unlikely                                                                                                                                                   |   | 3 | 0.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | None obvious: can assume some disturbance though                                                                                                                     |   | 2 | 0.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | Moderate: a few localized trails are apparent                                                                                                                        |   | 1 | 0.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | Extensive: vehicle tracks, trampled vegetation, or obvious browse line                                                                                               | 1 | 0 | 0.00 | 0.00%   |  | GoodSoil |
| 17                                      | <b>When answering this question, take into account the entire parcel/property on which the project site is located, not just the project site itself. On what proportion of the parcel/property's total wooded area have the following practices been (or will be) implemented:</b><br>Select an answer choice for <u>each</u> of the three practices below. If "necessary or desirable but not implemented (i.e.; 0% of the parcel/property)," select A. If "implemented on trace amounts to 5% of the parcel/property," select B. If "implemented on 6-15% of the parcel/property," select C. If "implemented on >15% of the parcel/property," select D. If "practice is unnecessary or undesirable," select "unnecessary." ( <i>"unnecessary or undesirable" = the undesired condition is lacking, OR preservation is the only objective, OR the entire parcel/property is already considered to be of excellent quality with natural processes intact and likely to sustain its desired condition. Also, some of these do not apply (i.e., are unnecessary) to oak savanna.</i> ) |      |                                                                                                                                                                      |   |   |      |         |  |          |
|                                         | Practices                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 1.00 | 1) At least 80% of the large (>20" diameter, or open-crowned) healthy <u>heritage oaks</u> have been intentionally left uncut.                                       | D |   | 1.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | 2) Some other individual trees have been <u>thinned</u> selectively around the larger oaks to promote open-form growth of oaks.                                      | B |   | 0.20 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | 3) <u>Mowing</u> is conducted before May 15 or after July 15, but not during wet soil conditions. Also, >5% of the parcel/property's unshaded grass is left unmowed. | A |   | 0.00 | 40.00%  |  | BMPs     |
| 18                                      | <b>Can fire be used* to help sustain this project site's oak habitat? (*preceded by brush clearing and tree thinning, followed by manual reseeding with native species and mowing between burn years)</b><br>Select only <u>one</u> choice. Enter "1" next to the most relevant choice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |      |                                                                                                                                                                      |   |   |      |         |  |          |
|                                         | Practices                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 1.00 | Yes, and was used in past 5 years                                                                                                                                    |   | 3 | 0.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | Yes, will be used in the future but not used yet                                                                                                                     |   | 2 | 0.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | Not feasible here                                                                                                                                                    | 1 | 0 | 0.00 |         |  |          |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | Not applicable -- fire not needed to sustain this project site's oak habitat                                                                                         |   |   |      | 0.00%   |  | FireFeas |
| 19                                      | <b>Will the project site's vegetation be monitored before and after management, according to a statistically-based sampling plan, and the results used to modify future management practices? (Consult landowner or land manager for the statistically-based sampling management plan.)</b><br>If yes, select 1. If no, select 0. If no management necessary, select "no mgmt."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      |                                                                                                                                                                      |   |   |      |         |  |          |
|                                         | Practices                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 1.00 |                                                                                                                                                                      | 1 |   |      | 100.00% |  | AdaptMgt |

| COMPOSITE INDICATORS TABLE                                                                |                                                   |                                                                 |                              |                          |
|-------------------------------------------------------------------------------------------|---------------------------------------------------|-----------------------------------------------------------------|------------------------------|--------------------------|
| Category                                                                                  | Maximum Weight in Oak Habitat Quality Final Score | Composite Indicator Description                                 | Composite Indicator Subscore | Composite Indicator Name |
| Do not enter data below. Data will automatically transfer from the Main Indicators Table. |                                                   |                                                                 |                              |                          |
| Context                                                                                   | 3                                                 | Landscape Context (AVERAGE(LU.5mi, DistOak, PrioArea))          | 39.34%                       | Lscape                   |
| Vegetation                                                                                | 3                                                 | Invasive species of vegetation (AVERAGE(Conif, Slnvas, Hlnvas)) | 25.00%                       | Invas                    |
| Vegetation                                                                                | 1                                                 | Vegetation structure (AVERAGE(PctOak, AllSpp, SCov))            | 66.67%                       | Veg                      |
| Species                                                                                   | 1                                                 | Sensitive/rare species (MAX(RareAnim, RarePlant))               | 0.00%                        | Spp                      |
| Practices                                                                                 | 1                                                 | Management Practices (AVERAGE(BMPs, FireFeas, AdaptMgt))        | 46.67%                       | Mgt                      |
| Risk                                                                                      | 2                                                 | Risks/stressors (AVERAGE(LUsite, Encirc, Spray, GoodSoil))      | 40.00%                       | Risk                     |

| FINAL SCORE TABLE                                                                              |                                                                                                                         |             |
|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-------------|
| Do not enter data below. Data will automatically transfer from the Composite Indicators Table. |                                                                                                                         |             |
| Final Score Name                                                                               | Final Score Description                                                                                                 | Final Score |
| OAK HABITAT QUALITY                                                                            | The project site's percentage of optimal oak habitat quality. (3*Invas + 3*Lscape + (2*AVERAGE(Risk,Mgt,Spp)) + Veg)/9) | 35.27%      |

# OAK HABITAT METRIC

Version 1.0

Name of Project Site: 19th St. Terrace - Pre Development

Date Assessed: 4/30/2024

Elevation: 194-158 ft.

Data Collector: Brent Davis

Latitude\*: 45.61

Longitude\*: -122.55809

Area of Project Site (acres): 3.46 ac.

\* near center of the project site

What is the desired site condition or management objective(s) for this project site? Check all that apply (by using the drop-down menu).

|                                     |                                                                                                         |
|-------------------------------------|---------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | Oak woodland & forest? (crowns of most oaks are within 2 crown-widths of each other)                    |
| <input type="checkbox"/>            | Oak savanna? (crowns of most oaks farther than 2 crown-widths of each other; canopy cover usually <10%) |
| <input checked="" type="checkbox"/> | Other? (describe below)                                                                                 |

8 oaks in 3 clusters within mixed hardwood conifer forest with disturbed understory and some residential development

**External Data:** List below the persons, agencies, and/or documents that provided location information on rare wildlife species, rare plants, and/or the boundaries of designated conservation priority areas. Also, note the recentness of the information (if known).

Current Washington Natural Heritage Program (DNR) and WDFW Priority Habitat And Species mapping.

**Project Site History:** Based on conversation with land owner/manager and other information, describe below the years and extent (% of project site) of past and present management actions (e.g., vegetation control), natural disturbances (e.g., fire, insect infestations), and human-associated disturbances (e.g., timber harvest, grazing regimes). If possible, sketch a map showing where specific types of management have occurred.

The site has been in residential use for at least 40 years

## FINAL SCORE TABLE

DO NOT ENTER DATA HERE

|                     |              |
|---------------------|--------------|
|                     | Final Score* |
| OAK HABITAT QUALITY | 33.84%       |

\*indicates the percentage of optimum

# OAK HABITAT CALCULATOR

Name of  
Project Site:

Date  
Assessed:

## MAIN INDICATORS TABLE

The majority of questions below contain drop-down menus in their respective answer box. Please select answer from the drop-down menus, when possible, instead of typing in the answer.

| Question #                       | Category                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Maximum Weight in Oak Habitat Quality Final Score | Data Entry                                                                                                | Weights for Main Indicator | Weighted Data | Main Indicator Subscore | Main Indicator Name                                                                                       |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------|----------------------------|---------------|-------------------------|-----------------------------------------------------------------------------------------------------------|
| <b>Obtain answers in Office.</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   |                                                                                                           |                            |               |                         |                                                                                                           |
| 1                                | <b>Does the project site contain: (a) at least 1 oak tree per acre, AND (b) the ground cover between the oaks is not mostly pavement, lawn, or row crops?</b><br>If yes, continue. If no, STOP -- this project site cannot be assessed using this Oak Habitat Calculator.                                                                                                                                                                                                                                                                        |                                                   |                                                                                                           |                            |               |                         |                                                                                                           |
| 2                                | <b>From aerial imagery, and confirmed by field observations if possible, what percent of the land <u>within</u> the project site contains each of the following:</b><br>Next to each, enter best estimate of the percent. <u>Enter 0% if none.</u> Enter 1% if barely present. Must sum to 100%.                                                                                                                                                                                                                                                 |                                                   |                                                                                                           |                            |               |                         |                                                                                                           |
|                                  | Risk                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 0.50                                              | Trees (any kind -- oak, other hardwoods, conifers, etc.) and/or Native Perennial Grasslands (non-wetland) | 75%                        | 1.00          | 0.75                    | <div style="background-color: #90ee90; width: 100px; height: 100px; margin: 0 auto;"></div> 75.00% LUsite |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Shrubs/Chaparral                                                                                          | 15%                        | 0.10          | 0.02                    |                                                                                                           |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Hayfield, Ryegrass, Grain field, Pasture (if grazed for several months annually)                          |                            | 0.00          | 0.00                    |                                                                                                           |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Other Grasslands mowed or grazed no more than once annually                                               |                            | 0.05          | 0.00                    |                                                                                                           |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Cropland, Orchard, Vineyard                                                                               |                            | 0.00          | 0.00                    |                                                                                                           |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Bare Areas, Water, Roads, Buildings, Landscaped Yards                                                     | 10%                        | 0.00          | 0.00                    |                                                                                                           |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Other                                                                                                     |                            |               |                         |                                                                                                           |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | SUM                                                                                                       | 100%                       |               |                         |                                                                                                           |
| 3                                | <b>From aerial imagery, what percent of the land <u>within 0.5 mile</u> of the center of the project site is occupied by:</b><br>Next to each, enter best estimate of the percent. <u>Enter 0% if none.</u> Enter 1% if barely present. Must sum to 100%.                                                                                                                                                                                                                                                                                        |                                                   |                                                                                                           |                            |               |                         |                                                                                                           |
|                                  | Context                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1.00                                              | Trees (any kind -- oak, other hardwoods, conifers, etc.) and/or Native Perennial Grasslands (non-wetland) | 15%                        | 1.00          | 0.15                    | <div style="background-color: #90ee90; width: 100px; height: 100px; margin: 0 auto;"></div> 15.00% LU.5mi |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Shrubs/Chaparral                                                                                          | 10%                        | 0.10          | 0.01                    |                                                                                                           |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Hayfield, Ryegrass, Grain field, Pasture (if grazed for several months annually)                          | 10%                        | 0.00          | 0.00                    |                                                                                                           |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Other Grasslands mowed or grazed no more than once annually                                               |                            | 0.05          | 0.00                    |                                                                                                           |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Cropland, Orchard, Vineyard                                                                               |                            | 0.00          | 0.00                    |                                                                                                           |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Bare Areas, Water, Roads, Buildings, Landscaped Yards                                                     | 65%                        | 0.00          | 0.00                    |                                                                                                           |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | Other                                                                                                     |                            |               |                         |                                                                                                           |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | SUM                                                                                                       | 100%                       |               |                         |                                                                                                           |
| 4                                | <b>What is the area-weighted distance to other patches of oak?</b><br>Go to the Oak worksheet, find the applicable score in the Oak Table, and enter that number here.                                                                                                                                                                                                                                                                                                                                                                           |                                                   |                                                                                                           |                            |               |                         |                                                                                                           |
|                                  | Context                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1.00                                              | 1                                                                                                         |                            |               | 3.03%                   | DistOak                                                                                                   |
| 5                                | <b>Use the center of the project site to draw a circle with a 1-mile radius. Within that circle, do paved roads completely encircle the project site? <i>Note: To qualify as "paved roads", the paved roads must be wide enough to create a gap wider than the average* tree canopy diameter. (*average = average for the project site, eye-balled)</i></b><br>If yes, select 1. If no, select 0.                                                                                                                                                |                                                   |                                                                                                           |                            |               |                         |                                                                                                           |
|                                  | Risk                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 0.50                                              | 1                                                                                                         |                            |               | 50.00%                  | Encirc                                                                                                    |
| 6                                | <b>What is the closest distance from the project site's oaks to areas likely to be sprayed for insect control, such as to orchards, vineyards, horticultural nurseries, blueberries, hops, mint, most row crops, or forest lands with pest insect infestations?</b><br>Select only <u>one</u> choice. Enter "1" next to the most relevant choice.                                                                                                                                                                                                |                                                   |                                                                                                           |                            |               |                         |                                                                                                           |
|                                  | Risk                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 0.50                                              | On-site or within 100 ft from project site boundary                                                       |                            | 0             | 0.00                    | <div style="background-color: #90ee90; width: 100px; height: 100px; margin: 0 auto;"></div> 100.00% Spray |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | 100-1000 ft from project site boundary                                                                    |                            | 1             | 0.00                    |                                                                                                           |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | 1001 ft - 1 mile from project site boundary                                                               |                            | 2             | 0.00                    |                                                                                                           |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | >1 mile from project site boundary                                                                        | 1                          | 3             | 3.00                    |                                                                                                           |
| 7                                | <b>Is the project site within or nearly contiguous to a designated priority area for habitat conservation or restoration by a statewide or regionwide plan? (In Oregon, this includes areas mapped as Conservation Priority Areas. Both in Oregon and elsewhere it may include priority areas listed in a State Wildlife Action Plan/Strategy, a TNC Ecoregional Plan, or by a state Natural Heritage Program.)</b><br>If yes, select 1. If no, select 0.                                                                                        |                                                   |                                                                                                           |                            |               |                         |                                                                                                           |
|                                  | Context                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1.00                                              | 1                                                                                                         |                            |               | 100.00%                 | PrioArea                                                                                                  |
| 8                                | <b>Is a special-status animal species known to be present and reproducing on the project site or within 0.5 mile? (Contact the State Heritage Program, wildlife agencies, and qualified local observers. If time and expertise are available, conduct surveys during appropriate months. <u>See RareVertebrates worksheet.</u>)</b><br>Select, from the drop-down menu, the category that represents the total number of special-status animal species found on the project site. If there is no information available, select "no information." |                                                   |                                                                                                           |                            |               |                         |                                                                                                           |
|                                  | Species                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1.00                                              | 0                                                                                                         |                            |               | 0.00%                   | RareAnim                                                                                                  |
| 9                                | <b>Is a special-status plant species present within the project site? (Contact the State Heritage Program, Native Plant Society, and qualified local botanists. If time and expertise are available, conduct surveys during appropriate months. <u>See RarePlants worksheet.</u>)</b><br>Select, from the drop-down menu, the category that represents the total number of special-status plant species found on the project site. If there is no information available, select "no information."                                                |                                                   |                                                                                                           |                            |               |                         |                                                                                                           |
|                                  | Species                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1.00                                              | 0                                                                                                         |                            |               | 0.00%                   | RarePlant                                                                                                 |

**Obtain answers from Project Site Visit.**

|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                      |   |   |      |  |  |         |  |          |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|------|--|--|---------|--|----------|
| <b>10</b>  | <b>Within the project site, what proportion of the hardwood trees 20 feet or taller are oak?</b><br>Select only <u>one</u> choice. Enter "1" next to the most relevant choice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                      |   |   |      |  |  |         |  |          |
| Vegetation | 0.33                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <50%                                                                                                                                                                 | 1 | 0 | 0.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 50-75%                                                                                                                                                               |   | 1 | 0.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 76-90%                                                                                                                                                               |   | 2 | 0.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | >90%                                                                                                                                                                 |   | 3 | 0.00 |  |  | 0.00%   |  | PctOak   |
| <b>11</b>  | <b>Does the project site contain <u>all</u> the oak species that are expected to occur in this geographic location and elevation? (Use the maps, found here: <a href="http://esp.cr.usgs.gov/data/atlas/little/">http://esp.cr.usgs.gov/data/atlas/little/</a>, to determine which oak species are expected in the project site's geographic location and elevation.)</b><br>If yes, select 1. If no, select 0.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                      |   |   |      |  |  |         |  |          |
| Vegetation | 0.33                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                      | 1 |   |      |  |  | 100.00% |  | AllSpp   |
| <b>12</b>  | <b>Within the project site's oak forest, woodland, and savanna, what is the percent of shrub and vine cover (excluding chaparral)?</b><br>Select only <u>one</u> choice. Enter "1" next to the most relevant choice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                      |   |   |      |  |  |         |  |          |
| Vegetation | 0.33                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | None (or < 5 individual plants) -- SKIP TO #14 IF THIS ANSWER CHOICE IS SELECTED                                                                                     |   | 2 | 0.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Trace to 50%                                                                                                                                                         |   | 1 | 5.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | >50%                                                                                                                                                                 |   | 4 | 0.00 |  |  | 100.00% |  | SCov     |
| <b>13</b>  | <b>DO NOT ANSWER THIS QUESTION IF THE ANSWER TO QUESTION #12 WAS "NONE (OR &lt;5 INDIVIDUAL PLANTS)." SKIP TO QUESTION #14.</b><br><b>Within the project site's oak forest, woodland, and savanna, what proportion of the shrub and vine cover (excluding chaparral) is invasive species of shrubs and vines? (See <u>Invasives worksheet</u>.)</b><br>Select only <u>one</u> choice. Enter "1" next to the most relevant choice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                      |   |   |      |  |  |         |  |          |
| Vegetation | 1.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | None (or <5 individual plants)                                                                                                                                       |   | 6 | 0.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Trace to 15%                                                                                                                                                         |   | 5 | 0.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 16-30%                                                                                                                                                               |   | 2 | 0.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 31-50%                                                                                                                                                               |   | 1 | 0.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | >50%                                                                                                                                                                 |   | 1 | 0.00 |  |  | 0.00%   |  | SlInvas  |
| <b>14</b>  | <b>Within the project site's oak forest, woodland, and savanna, what proportion of the herbaceous vegetation (forbs &amp; grasses) cover is invasive herb species? (See <u>Invasives worksheet</u>.)</b><br>Select only <u>one</u> choice. Enter "1" next to the most relevant choice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                      |   |   |      |  |  |         |  |          |
| Vegetation | 1.50                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | None (or <5 individual plants)                                                                                                                                       |   | 6 | 0.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Trace to 15%                                                                                                                                                         |   | 5 | 0.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 16-30%                                                                                                                                                               |   | 2 | 0.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 31-50%                                                                                                                                                               |   | 1 | 0.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | >50%                                                                                                                                                                 |   | 1 | 0.00 |  |  | 0.00%   |  | HInvas   |
| <b>15</b>  | <b>Within the project site's oak forest, woodland, and savanna, what proportion of the trees taller than 20 feet are conifers (excluding pine &amp; juniper)?</b><br>Select only <u>one</u> choice. Enter "1" next to the most relevant choice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                      |   |   |      |  |  |         |  |          |
| Vegetation | 1.50                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <5%                                                                                                                                                                  |   | 4 | 0.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 5-10%                                                                                                                                                                | 1 | 3 | 3.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 11-25%                                                                                                                                                               |   | 2 | 0.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 26-50%                                                                                                                                                               |   | 1 | 0.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | >50%                                                                                                                                                                 |   | 0 | 0.00 |  |  | 75.00%  |  | Conif    |
| <b>16</b>  | <b>To what degree has the soil on the project site been (or will be) disturbed beyond its natural state, such as disturbances caused by off-road vehicles, livestock, feral pigs, or farm machinery?</b><br>Select only <u>one</u> choice. Enter "1" next to the most relevant choice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                      |   |   |      |  |  |         |  |          |
| Risk       | 0.50                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | None, and unlikely                                                                                                                                                   |   | 3 | 0.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | None obvious: can assume some disturbance though                                                                                                                     |   | 2 | 0.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Moderate: a few localized trails are apparent                                                                                                                        |   | 1 | 0.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Extensive: vehicle tracks, trampled vegetation, or obvious browse line                                                                                               |   | 1 | 0.00 |  |  | 0.00%   |  | GoodSoil |
| <b>17</b>  | <b>When answering this question, take into account the entire parcel/property on which the project site is located, not just the project site itself. On what proportion of the parcel/property's total wooded area have the following practices been (or will be) implemented:</b><br>Select an answer choice for <u>each</u> of the three practices below. If "necessary or desirable but not implemented (i.e.; 0% of the parcel/property)," select A. If "implemented on trace amounts to 5% of the parcel/property," select B. If "implemented on 6-15% of the parcel/property," select C. If "implemented on >15% of the parcel/property," select D. If "practice is unnecessary or undesirable," select "unnecessary." ( <i>"unnecessary or undesirable" = the undesired condition is lacking, OR preservation is the only objective, OR the entire parcel/property is already considered to be of excellent quality with natural processes intact and likely to sustain its desired condition. Also, some of these do not apply (i.e., are unnecessary) to oak savanna.</i> ) |                                                                                                                                                                      |   |   |      |  |  |         |  |          |
| Practices  | 1.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1) At least 80% of the large (>20" diameter, or open-crowned) healthy <u>heritage oaks</u> have been intentionally left uncut.                                       |   | D | 1.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2) Some other individual trees have been <u>thinned</u> selectively around the larger oaks to promote open-form growth of oaks.                                      |   | A | 0.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 3) <u>Mowing</u> is conducted before May 15 or after July 15, but not during wet soil conditions. Also, >5% of the parcel/property's unshaded grass is left unmowed. |   | A | 0.00 |  |  | 33.33%  |  | BMPs     |
| <b>18</b>  | <b>Can fire be used* to help sustain this project site's oak habitat? (*preceded by brush clearing and tree thinning, followed by manual reseeding with native species and mowing between burn years)</b><br>Select only <u>one</u> choice. Enter "1" next to the most relevant choice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                      |   |   |      |  |  |         |  |          |
| Practices  | 1.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes, and was used in past 5 years                                                                                                                                    |   | 3 | 0.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes, will be used in the future but not used yet                                                                                                                     |   | 2 | 0.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Not feasible here                                                                                                                                                    |   | 1 | 0.00 |  |  |         |  |          |
|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Not applicable -- fire not needed to sustain this project site's oak habitat                                                                                         |   |   |      |  |  | 0.00%   |  | FireFeas |
| <b>19</b>  | <b>Will the project site's vegetation be monitored before and after management, according to a statistically-based sampling plan, and the results used to modify future management practices? (Consult landowner or land manager for the statistically-based sampling management plan.)</b><br>If yes, select 1. If no, select 0. If no management necessary, select "no mgmt."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                      |   |   |      |  |  |         |  |          |
| Practices  | 1.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                      | 0 |   |      |  |  | 0.00%   |  | AdaptMgt |

| COMPOSITE INDICATORS TABLE                                                                |                                                   |                                                                 |                              |                          |
|-------------------------------------------------------------------------------------------|---------------------------------------------------|-----------------------------------------------------------------|------------------------------|--------------------------|
| Category                                                                                  | Maximum Weight in Oak Habitat Quality Final Score | Composite Indicator Description                                 | Composite Indicator Subscore | Composite Indicator Name |
| Do not enter data below. Data will automatically transfer from the Main Indicators Table. |                                                   |                                                                 |                              |                          |
| Context                                                                                   | 3                                                 | Landscape Context (AVERAGE(LU.5mi, DistOak, PrioArea))          | 39.34%                       | Lscape                   |
| Vegetation                                                                                | 3                                                 | Invasive species of vegetation (AVERAGE(Conif, Slnvas, Hlnvas)) | 25.00%                       | Invas                    |
| Vegetation                                                                                | 1                                                 | Vegetation structure (AVERAGE(PctOak, AllSpp, SCov))            | 66.67%                       | Veg                      |
| Species                                                                                   | 1                                                 | Sensitive/rare species (MAX(RareAnim, RarePlant))               | 0.00%                        | Spp                      |
| Practices                                                                                 | 1                                                 | Management Practices (AVERAGE(BMPs, FireFeas, AdaptMgt))        | 11.11%                       | Mgt                      |
| Risk                                                                                      | 2                                                 | Risks/stressors (AVERAGE(LUsite, Encirc, Spray, GoodSoil))      | 56.25%                       | Risk                     |

| FINAL SCORE TABLE                                                                              |                                                                                                                         |             |
|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-------------|
| Do not enter data below. Data will automatically transfer from the Composite Indicators Table. |                                                                                                                         |             |
| Final Score Name                                                                               | Final Score Description                                                                                                 | Final Score |
| OAK HABITAT QUALITY                                                                            | The project site's percentage of optimal oak habitat quality. (3*Invas + 3*Lscape + (2*AVERAGE(Risk,Mgt,Spp)) + Veg)/9) | 33.84%      |





CITY OF  
**Vancouver**  
WASHINGTON

# 19<sup>th</sup> Street Terrace Subdivision and Zone Change

**Mark Person**

Senior Planner

Community Development Department

August 12, 2024

# 19<sup>th</sup> Street Terrace Subdivision/Zone Change

## Request

- Applicant requests review and approval of a 46-lot single family, narrow lot subdivision, zone change from R-9 to R-17 and critical area permit

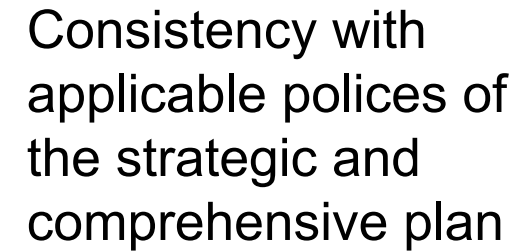


## Zoning





# Proposal



Changes in  
circumstances since  
the existing  
designation was  
established

# 19<sup>th</sup> Street Terrace Subdivision/Zone Change

## Applicable Regulations

### Title 20 – Land Use and Development Code

- Zone Change 20.285
- Subdivisions 20.320
- Critical Areas Protection 20.740

### Title 11 – Transportation Code

### Title 14 – Water, Sewer and Stormwater Codes

### Title 16 – Fire Code

### Title 17 – Building Code



# 19<sup>th</sup> Street Terrace Subdivision/Zone Change

## Recommendation

The Hearing Examiner recommend the City Council approve the application subject to the conditions noted in the staff report and recommendation dated July 8, 2024.





# Thank You



**To:** Mayor and City Council  
**From:** City Manager  
**Date:** August 5, 2024

**Subject**

Approval of Claim Vouchers

**Action Requested**

Approve claim vouchers for August 5, 2024.

**Attachments:**

1. August 5, 2024 Claim Vouchers



VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

**\$ 26,132,983.07** this 5th day of August 2024.

\_\_\_\_\_  
MAYOR

Cyndi A. Turner  
Digitally signed by Cyndi A. Turner  
Date: 2024.07.29 14:52:40 -07'00'

\_\_\_\_\_  
AUDITING OFFICER

\_\_\_\_\_  
COUNCILMEMBER

\_\_\_\_\_  
COUNCILMEMBER

| DATE                          | INCLUSIVE CHECK NUMBERS                | CHECK TOTAL      |
|-------------------------------|----------------------------------------|------------------|
| July 08, 2024 - July 28, 2024 | Accounts Payable Checks (see attached) | \$ 17,276,079.68 |
| July 08, 2024 - July 28, 2024 | Hansen City Payments (see attached)    | \$ 63,084.37     |
| July 08, 2024 - July 28, 2024 | Visa Refunds (see attached)            | \$ 10,434.96     |
| July 08, 2024 - July 28, 2024 | Payroll Checks (see attached)          | \$ 8,783,384.06  |
|                               |                                        |                  |
| TOTAL                         |                                        | \$ 26,132,983.07 |

# INVOICE PAYMENTS REPORT

| Payment Category | Payment Type | Transaction Reference | Payment Date | Payment Amount | Payment Payee                               | Memo                                                                             |
|------------------|--------------|-----------------------|--------------|----------------|---------------------------------------------|----------------------------------------------------------------------------------|
| Supplier Payment | Check        | 19721                 | 7/10/2024    | 6,314.17       | Aflac                                       |                                                                                  |
| Supplier Payment | Check        | 19722                 | 7/10/2024    | 6,005.34       | AFSCME Local #307                           |                                                                                  |
| Supplier Payment | Check        | 19723                 | 7/10/2024    | 334.00         | California State Disbursement Unit          |                                                                                  |
| Supplier Payment | Check        | 19724                 | 7/10/2024    | 1,033.50       | Chapter 13 - Trustee                        |                                                                                  |
| Supplier Payment | Check        | 19725                 | 7/10/2024    | 491.00         | Hawaii SDU                                  |                                                                                  |
| Supplier Payment | Check        | 19726                 | 7/10/2024    | 774.90         | IAM Local #1374                             |                                                                                  |
| Supplier Payment | Check        | 19727                 | 7/10/2024    | 8,898.88       | Life Insurance Company of North America     |                                                                                  |
| Supplier Payment | Check        | 19728                 | 7/10/2024    | 1,000.00       | MFS Service Center Inc                      |                                                                                  |
| Supplier Payment | Check        | 19729                 | 7/10/2024    | 4,208.63       | OPEIU Local #11                             |                                                                                  |
| Supplier Payment | Check        | 19730                 | 7/10/2024    | 814.00         | Teamsters Local #58                         |                                                                                  |
| Supplier Payment | Check        | 19731                 | 7/10/2024    | 262.50         | UA Local #290                               |                                                                                  |
| Supplier Payment | Check        | 19732                 | 7/10/2024    | 3,363.30       | Western Conference of Teamsters             |                                                                                  |
| Supplier Payment | Check        | 19733                 | 7/10/2024    | 1,363.44       | Western Metal Industry Pension Plan         |                                                                                  |
| Ad Hoc Payment   | Check        | 19734                 | 7/10/2024    | 148.66         | Algoro,Dan or Samantha                      | Utility Refunds: 0127011090-05                                                   |
| Ad Hoc Payment   | Check        | 19735                 | 7/10/2024    | 102.55         | Archer Jr,Jack D                            | Utility Refunds: 0071098353-02                                                   |
| Ad Hoc Payment   | Check        | 19736                 | 7/10/2024    | 547.11         | BF Investments LLC                          | Utility Refunds: 0044025700-11 Consolidated refund created from multiple refunds |
| Ad Hoc Payment   | Check        | 19737                 | 7/10/2024    | 81.12          | Bosley,Priscilla                            | Utility Refunds: 0127020570-01                                                   |
| Ad Hoc Payment   | Check        | 19738                 | 7/10/2024    | 78.41          | Burton,Craig or Tiffany                     | Utility Refunds: 0071075500-05                                                   |
| Ad Hoc Payment   | Check        | 19739                 | 7/10/2024    | 40.14          | Christal Franklin Shannon or Daniel Shannon | Utility Refunds: 0053077800-05                                                   |
| Ad Hoc Payment   | Check        | 19740                 | 7/10/2024    | 153.00         | Close,Kandis or Steven                      | Utility Refunds: 0063008106-07                                                   |
| Ad Hoc Payment   | Check        | 19741                 | 7/10/2024    | 29.27          | Cranston,Joann                              | Utility Refunds: 0063003500-21                                                   |
| Ad Hoc Payment   | Check        | 19742                 | 7/10/2024    | 117.89         | Duke George Silva                           | Utility Refunds: 0099049960-04                                                   |
| Ad Hoc Payment   | Check        | 19743                 | 7/10/2024    | 65.05          | Eichel,Jamie D or Jedidiah D                | Utility Refunds: 0074040004-11                                                   |
| Ad Hoc Payment   | Check        | 19744                 | 7/10/2024    | 283.97         | Ellis Revocable Living Trust                | Utility Refunds: 0124000504-01                                                   |
| Ad Hoc Payment   | Check        | 19745                 | 7/10/2024    | 58.04          | Estate of Alan Wilcox                       | Utility Refunds: 0048012500-01                                                   |
| Ad Hoc Payment   | Check        | 19746                 | 7/10/2024    | 127.62         | Evergreen Habitat for Humanity              | Utility Refunds: 0074043700-10                                                   |
| Ad Hoc Payment   | Check        | 19747                 | 7/10/2024    | 75.67          | Fantazia,Michael                            | Utility Refunds: 0072075100-07                                                   |
| Ad Hoc Payment   | Check        | 19748                 | 7/10/2024    | 307.23         | Geasland,Lois A                             | Utility Refunds: 0106016020-00                                                   |
| Ad Hoc Payment   | Check        | 19749                 | 7/10/2024    | 34.59          | Gillespie,Jason                             | Utility Refunds: 0052004208-03                                                   |
| Ad Hoc Payment   | Check        | 19750                 | 7/10/2024    | 47.35          | Gunderson,William or Deanna                 | Utility Refunds: 0034021600-01                                                   |
| Ad Hoc Payment   | Check        | 19751                 | 7/10/2024    | 39.35          | Hoag,Nancy                                  | Utility Refunds: 0063800510-05                                                   |
| Ad Hoc Payment   | Check        | 19752                 | 7/10/2024    | 51.19          | Horn,Dale                                   | Utility Refunds: 0065052000-10                                                   |
| Ad Hoc Payment   | Check        | 19753                 | 7/10/2024    | 1,932.03       | Hueber,Michelle                             | Utility Refunds: 0500004249-02                                                   |
| Ad Hoc Payment   | Check        | 19754                 | 7/10/2024    | 75.33          | Jack Healy or Itati Tapia Chavez            | Utility Refunds: 0076066900-13                                                   |
| Ad Hoc Payment   | Check        | 19755                 | 7/10/2024    | 135.66         | Jahnke,Beckey                               | Utility Refunds: 0058077600-17                                                   |
| Ad Hoc Payment   | Check        | 19756                 | 7/10/2024    | 173.02         | Jennifer Wolcott or Daniel Heinrichs        | Utility Refunds: 0039076402-02                                                   |
| Ad Hoc Payment   | Check        | 19757                 | 7/10/2024    | 133.59         | Kaiser,Patrick or Eve                       | Utility Refunds: 0063046170-04                                                   |
| Ad Hoc Payment   | Check        | 19758                 | 7/10/2024    | 20.96          | Kelsi J Nagle-Rowe or Cody C Rowe           | Utility Refunds: 0500004444-02                                                   |
| Ad Hoc Payment   | Check        | 19759                 | 7/10/2024    | 85.15          | Kidder,Marjolea                             | Utility Refunds: 0101001568-01                                                   |
| Ad Hoc Payment   | Check        | 19760                 | 7/10/2024    | 281.98         | Kougl,John or Eliza                         | Utility Refunds: 0074064100-06 Consolidated refund created from multiple refunds |
| Ad Hoc Payment   | Check        | 19761                 | 7/10/2024    | 236.02         | Kristen or Jeffrey Reano                    | Utility Refunds: 0056043000-03                                                   |
| Ad Hoc Payment   | Check        | 19762                 | 7/10/2024    | 132.02         | Little,Arthur                               | Utility Refunds: 0065025783-16                                                   |
| Ad Hoc Payment   | Check        | 19763                 | 7/10/2024    | 63.83          | Madelyn Troiano or Tristen Higgins          | Utility Refunds: 0074017530-18                                                   |
| Ad Hoc Payment   | Check        | 19764                 | 7/10/2024    | 138.74         | Matteson,Sharmene or Dawn-Eve               | Utility Refunds: 0500003414-02                                                   |
| Ad Hoc Payment   | Check        | 19765                 | 7/10/2024    | 181.67         | McNabb,Judith                               | Utility Refunds: 0129001034-01                                                   |
| Ad Hoc Payment   | Check        | 19766                 | 7/10/2024    | 148.34         | OCI Washington LLC                          | Utility Refunds: 0053058000-08                                                   |
| Ad Hoc Payment   | Check        | 19767                 | 7/10/2024    | 93.88          | OD Labs Property                            | Utility Refunds: 0091011922-06                                                   |
| Ad Hoc Payment   | Check        | 19768                 | 7/10/2024    | 236.77         | Pap,Lidia or Samuel                         | Utility Refunds: 0091041500-04                                                   |

\* Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

# INVOICE PAYMENTS REPORT

|                  |       |       |           |            |                                                                              |                                                                                  |
|------------------|-------|-------|-----------|------------|------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Ad Hoc Payment   | Check | 19769 | 7/10/2024 | 58.85      | Parker,Mindy                                                                 | Utility Refunds: 0050009521-05                                                   |
| Ad Hoc Payment   | Check | 19770 | 7/10/2024 | 134.46     | P Chang Investments III LLC                                                  | Utility Refunds: 0058028107-03                                                   |
| Ad Hoc Payment   | Check | 19771 | 7/10/2024 | 120.00     | Phan,Huynh                                                                   | Utility Refunds: 0096032600-04                                                   |
| Ad Hoc Payment   | Check | 19772 | 7/10/2024 | 112.88     | Pokrajac,Darko or Desaka                                                     | Utility Refunds: 0070088758-02                                                   |
| Ad Hoc Payment   | Check | 19773 | 7/10/2024 | 79.69      | Price,Michael or Mona                                                        | Utility Refunds: 0101020227-05                                                   |
| Ad Hoc Payment   | Check | 19774 | 7/10/2024 | 67.45      | Robert Foster or Kayla Tiano                                                 | Utility Refunds: 0094035500-13                                                   |
| Ad Hoc Payment   | Check | 19775 | 7/10/2024 | 5,309.70   | Rowden,Allison                                                               | Utility Refunds: 0126007560-02 Consolidated refund created from multiple refunds |
| Ad Hoc Payment   | Check | 19776 | 7/10/2024 | 56.64      | Royse,Donna                                                                  | Utility Refunds: 0085036302-01                                                   |
| Ad Hoc Payment   | Check | 19777 | 7/10/2024 | 30.09      | Santee,Gary or Donna                                                         | Utility Refunds: 0047071900-06                                                   |
| Ad Hoc Payment   | Check | 19778 | 7/10/2024 | 22.44      | Sauers,Jay or Andrya                                                         | Utility Refunds: 0069038001-07                                                   |
| Ad Hoc Payment   | Check | 19779 | 7/10/2024 | 101.88     | Serface,Justin or Renee                                                      | Utility Refunds: 0039013824-20                                                   |
| Ad Hoc Payment   | Check | 19780 | 7/10/2024 | 154.98     | Shaw,Lawrence                                                                | Utility Refunds: 0063046150-01                                                   |
| Ad Hoc Payment   | Check | 19781 | 7/10/2024 | 23.79      | Shuh-Li Huang or Yu-Ying Liu                                                 | Utility Refunds: 0079091032-03                                                   |
| Ad Hoc Payment   | Check | 19782 | 7/10/2024 | 68.20      | Stephan Collins Trustee                                                      | Utility Refunds: 0101000855-01                                                   |
| Ad Hoc Payment   | Check | 19783 | 7/10/2024 | 93.12      | Summerplace Homes Inc                                                        | Utility Refunds: 0500006481-01                                                   |
| Ad Hoc Payment   | Check | 19784 | 7/10/2024 | 55.94      | Uhacz,Matthew or Lacy                                                        | Utility Refunds: 0071098370-05                                                   |
| Ad Hoc Payment   | Check | 19785 | 7/10/2024 | 68.04      | Vossler,Ian                                                                  | Utility Refunds: 0080078300-18 Consolidated refund created from multiple refunds |
| Ad Hoc Payment   | Check | 19786 | 7/10/2024 | 121.87     | William D or Toni E Woodward                                                 | Utility Refunds: 0123002724-02                                                   |
| Ad Hoc Payment   | Check | 19787 | 7/10/2024 | 42.55      | Woodward,Toni                                                                | Utility Refunds: 0123002724-02                                                   |
| Ad Hoc Payment   | Check | 19788 | 7/10/2024 | 78.78      | Zion,Carol J                                                                 | Utility Refunds: 0025006000-04                                                   |
| Supplier Payment | Check | 19789 | 7/10/2024 | 664.16     | Albina Holdings Inc                                                          |                                                                                  |
| Supplier Payment | Check | 19790 | 7/10/2024 | 2,600.00   | Andrew Prochniak                                                             |                                                                                  |
| Supplier Payment | Check | 19791 | 7/10/2024 | 4,131.51   | Archaeological Services LLC                                                  |                                                                                  |
| Supplier Payment | Check | 19792 | 7/10/2024 | 827.50     | Baker Tilly US, LLP                                                          |                                                                                  |
| Supplier Payment | Check | 19793 | 7/10/2024 | 12,415.66  | Cellco Partnership - Remit-To: Cellco - Dallas                               |                                                                                  |
| Supplier Payment | Check | 19794 | 7/10/2024 | 17,500.00  | Choice Charities                                                             |                                                                                  |
| Supplier Payment | Check | 19795 | 7/10/2024 | 1,125.00   | Clark County Fire District 5                                                 |                                                                                  |
| Supplier Payment | Check | 19796 | 7/10/2024 | 72,844.51  | Clark County - Remit-To: Clark County - Treasurer Vancouver                  |                                                                                  |
| Supplier Payment | Check | 19797 | 7/10/2024 | 112,667.71 | Clary Longview LLC                                                           |                                                                                  |
| Supplier Payment | Check | 19798 | 7/10/2024 | 108.33     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                                                                  |
| Supplier Payment | Check | 19799 | 7/10/2024 | 193.33     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                                                                  |
| Supplier Payment | Check | 19800 | 7/10/2024 | 118.59     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                                                                  |
| Supplier Payment | Check | 19801 | 7/10/2024 | 32.94      | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                                                                  |
| Supplier Payment | Check | 19802 | 7/10/2024 | 113.59     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                                                                  |
| Supplier Payment | Check | 19803 | 7/10/2024 | 941.25     | Confluence Engineering Group LLC                                             |                                                                                  |
| Supplier Payment | Check | 19804 | 7/10/2024 | 7,731.00   | Conson North America Inc                                                     |                                                                                  |
| Supplier Payment | Check | 19805 | 7/10/2024 | 35,014.74  | CUES Inc - Remit-To: CUES Inc - Cincinnati                                   |                                                                                  |
| Supplier Payment | Check | 19806 | 7/10/2024 | 2,665.02   | Day Management Corp - Remit-To: Day Wireless - Milwaukee                     |                                                                                  |
| Supplier Payment | Check | 19807 | 7/10/2024 | 272.00     | Dominic Hunter                                                               |                                                                                  |
| Supplier Payment | Check | 19808 | 7/10/2024 | 22,683.00  | GeoTerra, Inc.                                                               |                                                                                  |
| Supplier Payment | Check | 19809 | 7/10/2024 | 9,672.83   | Howmedica Osteonics Corp                                                     |                                                                                  |
| Supplier Payment | Check | 19810 | 7/10/2024 | 450.00     | Jason Bryan Ropp                                                             |                                                                                  |
| Supplier Payment | Check | 19811 | 7/10/2024 | 25,998.68  | KBT Distributing LLC                                                         |                                                                                  |
| Supplier Payment | Check | 19812 | 7/10/2024 | 20,915.60  | Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle                    |                                                                                  |

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# INVOICE PAYMENTS REPORT

|                       |       |       |           |           |                                                              |                                                                                  |
|-----------------------|-------|-------|-----------|-----------|--------------------------------------------------------------|----------------------------------------------------------------------------------|
| Supplier Payment      | Check | 19813 | 7/10/2024 | 2,411.18  | Level 3 Financing, Inc                                       |                                                                                  |
| Supplier Payment      | Check | 19814 | 7/10/2024 | 6,100.00  | LK Weiss                                                     |                                                                                  |
| Supplier Payment      | Check | 19815 | 7/10/2024 | 8,352.00  | Mayer Reed Inc.                                              |                                                                                  |
| Supplier Payment      | Check | 19816 | 7/10/2024 | 86,584.14 | North Sound Auto Group LLC                                   |                                                                                  |
| Supplier Payment      | Check | 19817 | 7/10/2024 | 3,652.32  | Oldcastle Precast Inc                                        |                                                                                  |
| Supplier Payment      | Check | 19818 | 7/10/2024 | 19,142.00 | Parkeon                                                      |                                                                                  |
| Supplier Payment      | Check | 19819 | 7/10/2024 | 2,877.61  | Qwest Corporation - Remit-To: Qwest Corp- Seattle            |                                                                                  |
| Supplier Payment      | Check | 19820 | 7/10/2024 | 8,682.91  | Ready Rebound, Inc.                                          |                                                                                  |
| Supplier Payment      | Check | 19821 | 7/10/2024 | 382.85    | Resolute Documentation Services                              |                                                                                  |
| Supplier Payment      | Check | 19822 | 7/10/2024 | 221.00    | Shred Northwest Inc.                                         |                                                                                  |
| Supplier Payment      | Check | 19823 | 7/10/2024 | 8.04      | Software House International SHI - Remit-To: SHI - Dallas    |                                                                                  |
| Supplier Payment      | Check | 19824 | 7/10/2024 | 7.03      | Stericycle Inc - Remit-To: Shred-It                          |                                                                                  |
| Supplier Payment      | Check | 19825 | 7/10/2024 | 65.75     | Stericycle Inc - Remit-To: Shred-It                          |                                                                                  |
| Supplier Payment      | Check | 19826 | 7/10/2024 | 6,348.08  | Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena |                                                                                  |
| Supplier Payment      | Check | 19827 | 7/10/2024 | 516.34    | Towing & Recovering Services Inc                             |                                                                                  |
| Supplier Payment      | Check | 19828 | 7/10/2024 | 1,370.27  | Transunion Risk & Alternative Data Solutions Inc             |                                                                                  |
| Supplier Payment      | Check | 19829 | 7/10/2024 | 840.00    | Triangle Resources Inc                                       |                                                                                  |
| Supplier Payment      | Check | 19830 | 7/10/2024 | 845.89    | UKG Kronos Systems LLC Remit-To: Atlanta                     |                                                                                  |
| Supplier Payment      | Check | 19831 | 7/10/2024 | 3,333.33  | Ultimate Training Munitions Inc                              |                                                                                  |
| Supplier Payment      | Check | 19832 | 7/10/2024 | 622.31    | Walter E Nelson Company                                      |                                                                                  |
| Supplier Payment      | Check | 19833 | 7/10/2024 | 1,050.00  | Weitman Psychological Services LLC                           |                                                                                  |
| Supplier Payment      | Check | 19834 | 7/10/2024 | 3,876.72  | Wex Bank                                                     |                                                                                  |
| Supplier Payment      | Check | 19835 | 7/10/2024 | 100.00    | Willis Towers Watson Insurance Services West inc             |                                                                                  |
| Customer Refund       | Check | 19836 | 7/10/2024 | 503.63    | AUGUST LEHTO                                                 | Incorrectly charged ACH, invoice will be paid through DRS.                       |
| Miscellaneous Payment | Check | 19837 | 7/10/2024 | 120.00    | Burton Evergreen Neighborhood Association                    | 2024 RecycleU                                                                    |
| Miscellaneous Payment | Check | 19838 | 7/10/2024 | 100.00    | Burton Evergreen Neighborhood Association                    | 2024 Resource Conservation Challenge                                             |
| Miscellaneous Payment | Check | 19839 | 7/10/2024 | 100.00    | Cascade Highlands Neighborhood Association                   | 2024 Resource Conservation Challenge                                             |
| Miscellaneous Payment | Check | 19840 | 7/10/2024 | 120.00    | Cascade Highlands Neighborhood Association                   | 2024 RecycleU                                                                    |
| Miscellaneous Payment | Check | 19841 | 7/10/2024 | 100.00    | Cimarron Neighborhood Association                            | 2024 Resource Conservation Challenge                                             |
| Miscellaneous Payment | Check | 19842 | 7/10/2024 | 100.00    | Countryside Woods Neighborhood Association                   | 2024 Resource Conservation Challenge                                             |
| Miscellaneous Payment | Check | 19843 | 7/10/2024 | 100.00    | DuBois Park Neighborhood Association                         | 2024 Resource Conservation Challenge                                             |
| Miscellaneous Payment | Check | 19844 | 7/10/2024 | 100.00    | Evergreen Highlands Neighborhood Association                 | 2024 Resource Conservation Challenge                                             |
| Miscellaneous Payment | Check | 19845 | 7/10/2024 | 100.00    | Evergreen Shores Neighborhood Association                    | 2024 Resource Conservation Challenge                                             |
| Miscellaneous Payment | Check | 19846 | 7/10/2024 | 100.00    | Southcliff Neighborhood Association                          | 2024 Resource Conservation Challenge                                             |
| Ad Hoc Payment        | Check | 19847 | 7/17/2024 | 53.97     | Adams,Kymberly E or Richard W                                | Utility Refunds: 0030010600-16                                                   |
| Ad Hoc Payment        | Check | 19848 | 7/17/2024 | 61.70     | Carbajal,Donna                                               | Utility Refunds: 0010033200-02                                                   |
| Ad Hoc Payment        | Check | 19849 | 7/17/2024 | 113.30    | Carbajal,Donna or Paul                                       | Utility Refunds: 0010033200-02                                                   |
| Ad Hoc Payment        | Check | 19850 | 7/17/2024 | 60.48     | Connie Christianson or Larry Shipman                         | Utility Refunds: 0078347000-05                                                   |
| Ad Hoc Payment        | Check | 19851 | 7/17/2024 | 270.00    | Deringer, Josephine                                          | Utility Refunds: 0024012400-09                                                   |
| Ad Hoc Payment        | Check | 19852 | 7/17/2024 | 13.08     | Dienstel,Linda L                                             | Utility Refunds: 0091041100-05                                                   |
| Ad Hoc Payment        | Check | 19853 | 7/17/2024 | 279.94    | DM Homes Inc                                                 | Utility Refunds: 0004052900-08                                                   |
| Ad Hoc Payment        | Check | 19854 | 7/17/2024 | 161.00    | Fuqua,Dennis                                                 | Utility Refunds: 0128042220-01 Consolidated refund created from multiple refunds |
| Ad Hoc Payment        | Check | 19855 | 7/17/2024 | 160.90    | Haley,Meghan                                                 | Utility Refunds: 0010083000-04                                                   |
| Ad Hoc Payment        | Check | 19856 | 7/17/2024 | 229.58    | Heintz,Brian or Natasha                                      | Utility Refunds: 0016040002-01 Consolidated refund created from multiple refunds |
| Ad Hoc Payment        | Check | 19857 | 7/17/2024 | 132.73    | Ivan Korobeinikov or Allison Riggins POA                     | Utility Refunds: 0147000002-02 Consolidated refund created from multiple refunds |

# INVOICE PAYMENTS REPORT

|                       |       |       |           |            |                                                             |                                                                                  |
|-----------------------|-------|-------|-----------|------------|-------------------------------------------------------------|----------------------------------------------------------------------------------|
| Ad Hoc Payment        | Check | 19858 | 7/17/2024 | 56.48      | Jaime Espinoza Murillo or, Veronica Tiburcio-Espinoza       | Utility Refunds: 0074024214-12                                                   |
| Ad Hoc Payment        | Check | 19859 | 7/17/2024 | 30.55      | Kaden, Julie A                                              | Utility Refunds: 0096000232-03                                                   |
| Ad Hoc Payment        | Check | 19860 | 7/17/2024 | 186.51     | Kanyan, Sarah or John                                       | Utility Refunds: 0058040900-14                                                   |
| Ad Hoc Payment        | Check | 19861 | 7/17/2024 | 131.49     | Keels, Kara                                                 | Utility Refunds: 0106033025-05                                                   |
| Ad Hoc Payment        | Check | 19862 | 7/17/2024 | 149.51     | Keels, Kara or Daniel                                       | Utility Refunds: 0106033025-05                                                   |
| Ad Hoc Payment        | Check | 19863 | 7/17/2024 | 26.35      | Korobeinikov, Ivan                                          | Utility Refunds: 0147000002-02                                                   |
| Ad Hoc Payment        | Check | 19864 | 7/17/2024 | 85.36      | O'neil, Denny or Deby                                       | Utility Refunds: 0162001402-01                                                   |
| Ad Hoc Payment        | Check | 19865 | 7/17/2024 | 251.13     | OEG                                                         | Utility Refunds: 0002000111-02 Consolidated refund created from multiple refunds |
| Ad Hoc Payment        | Check | 19866 | 7/17/2024 | 168.35     | Packard, Beverly                                            | Utility Refunds: 0099050055-01                                                   |
| Ad Hoc Payment        | Check | 19867 | 7/17/2024 | 225.27     | Russo, Nicholas                                             | Utility Refunds: 0060073418-06                                                   |
| Ad Hoc Payment        | Check | 19868 | 7/17/2024 | 71.00      | Swaney, Pansy                                               | Utility Refunds: 0053005400-00                                                   |
| Ad Hoc Payment        | Check | 19869 | 7/17/2024 | 98.56      | The Estate of Beverly Owens                                 | Utility Refunds: 0106014785-03                                                   |
| Ad Hoc Payment        | Check | 19870 | 7/17/2024 | 52.36      | Zirkle, Glenn                                               | Utility Refunds: 0002000112-01                                                   |
| Miscellaneous Payment | Check | 19871 | 7/17/2024 | 50.00      | Alexis Rado                                                 | Refund request - dismissed citation. Alexis Rado, citation # 7203816570          |
| Miscellaneous Payment | Check | 19872 | 7/17/2024 | 500.00     | Cirque Entertainment III, LLC                               | REFUND OF CARNIVAL BOND DEPOSIT.                                                 |
| Miscellaneous Payment | Check | 19873 | 7/17/2024 | 54.00      | CO2 MONITORING                                              | Refund duplicate payment to INV#77065755                                         |
| Miscellaneous Payment | Check | 19874 | 7/17/2024 | 923.35     | Covenant Systems LLC                                        | MPE-357102                                                                       |
| Miscellaneous Payment | Check | 19875 | 7/17/2024 | 59.35      | David Taylor                                                | Refund Parking Permit COV12990 - No longer needed                                |
| Miscellaneous Payment | Check | 19876 | 7/17/2024 | 25.00      | Don Angel Taqueria 1 LLC                                    | Refund of Mobile Food Special License                                            |
| Miscellaneous Payment | Check | 19877 | 7/17/2024 | 7,130.72   | Earthworks Excavating Services, Inc                         | Invoice #WA42-24 112 SE 156th Ave - Sisson                                       |
| Miscellaneous Payment | Check | 19878 | 7/17/2024 | 100.00     | First Place Neighborhood Association                        | 2024 Resource Conservation Challenge                                             |
| Miscellaneous Payment | Check | 19879 | 7/17/2024 | 150.84     | J H Kelly LLC                                               | MPE-356229                                                                       |
| Miscellaneous Payment | Check | 19880 | 7/17/2024 | 24.00      | John Moore                                                  | Refund for activity cancellation                                                 |
| Miscellaneous Payment | Check | 19881 | 7/17/2024 | 59.35      | Julie Up                                                    | Refund Parking Permit COV12922 - No longer needed                                |
| Miscellaneous Payment | Check | 19882 | 7/17/2024 | 57.00      | KIRKPATRICK'S SPORTS BAR & GRILL                            | Refund duplicate payment to INV# 77062027                                        |
| Miscellaneous Payment | Check | 19883 | 7/17/2024 | 193.62     | Miller's Heating & Air                                      | MPE-356734                                                                       |
| Miscellaneous Payment | Check | 19884 | 7/17/2024 | 100.00     | Mountain View Neighborhood Association                      | 2024 Resource Conservation Challenge                                             |
| Miscellaneous Payment | Check | 19885 | 7/17/2024 | 1,355.74   | My ADU LLC                                                  | RES-355826                                                                       |
| Miscellaneous Payment | Check | 19886 | 7/17/2024 | 100.00     | Northcrest Neighborhood Association                         | 2024 Resource Conservation Challenge                                             |
| Miscellaneous Payment | Check | 19887 | 7/17/2024 | 182.00     | Pye-Barker Fire and Safety LLC                              | Refund duplicate payment to INV#77065243 and INV#77065638                        |
| Miscellaneous Payment | Check | 19888 | 7/17/2024 | 6,574.50   | State of Washington State Treasurer                         | 2nd Qtr 2024 A8 Form                                                             |
| Miscellaneous Payment | Check | 19889 | 7/17/2024 | 91.00      | Western States Fire Protection                              | Refund of duplicate payment to INV# 77063735                                     |
| Miscellaneous Payment | Check | 19890 | 7/17/2024 | 861.00     | WOLLAM & ASSOCIATES                                         | LUP-84415                                                                        |
| Supplier Payment      | Check | 19891 | 7/17/2024 | 1,117.16   | Accurate Corporate Services Inc                             |                                                                                  |
| Supplier Payment      | Check | 19892 | 7/17/2024 | 5,737.50   | Action Onsite Inc                                           |                                                                                  |
| Supplier Payment      | Check | 19893 | 7/17/2024 | 936.11     | Action Technology Systems                                   |                                                                                  |
| Supplier Payment      | Check | 19894 | 7/17/2024 | 12,125.00  | Afghan Associates Inc                                       |                                                                                  |
| Supplier Payment      | Check | 19895 | 7/17/2024 | 2,682.66   | AKS Engineering & Forestry LLC - Remit-To: Tualatin Address |                                                                                  |
| Supplier Payment      | Check | 19896 | 7/17/2024 | 3,264.27   | Albina Holdings Inc                                         |                                                                                  |
| Supplier Payment      | Check | 19897 | 7/17/2024 | 220.00     | Allegiance Benefit Plan Management Inc                      |                                                                                  |
| Supplier Payment      | Check | 19898 | 7/17/2024 | 136.00     | American Sani-Can                                           |                                                                                  |
| Supplier Payment      | Check | 19899 | 7/17/2024 | 710.00     | Anna-Michelle Shanti Kriens                                 |                                                                                  |
| Supplier Payment      | Check | 19900 | 7/17/2024 | 21,185.00  | Arborscape Ltd Inc                                          |                                                                                  |
| Supplier Payment      | Check | 19901 | 7/17/2024 | 112,865.25 | ARI Phoenix Inc                                             |                                                                                  |
| Supplier Payment      | Check | 19902 | 7/17/2024 | 86.46      | AT & T Mobility National Accounts LLC                       |                                                                                  |
| Supplier Payment      | Check | 19903 | 7/17/2024 | 67,958.15  | Belfor USA Group Inc                                        |                                                                                  |
| Supplier Payment      | Check | 19904 | 7/17/2024 | 275.00     | Bretley Christie                                            |                                                                                  |
| Supplier Payment      | Check | 19905 | 7/17/2024 | 8,475.50   | BSK Associates - Remit-To: Supplier BSK Associates          |                                                                                  |
| Supplier Payment      | Check | 19906 | 7/17/2024 | 16,516.25  | CECO Inc                                                    |                                                                                  |

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# INVOICE PAYMENTS REPORT

|                  |       |       |           |            |                                                                                               |
|------------------|-------|-------|-----------|------------|-----------------------------------------------------------------------------------------------|
| Supplier Payment | Check | 19907 | 7/17/2024 | 520.13     | Cellco Partnership - Remit-To: Cellco - Dallas                                                |
| Supplier Payment | Check | 19908 | 7/17/2024 | 29,726.18  | CFM Strategic Communications, Inc.                                                            |
| Supplier Payment | Check | 19909 | 7/17/2024 | 990.00     | Chad Lyman                                                                                    |
| Supplier Payment | Check | 19910 | 7/17/2024 | 1,529.75   | Chicago Title Company of WA                                                                   |
| Supplier Payment | Check | 19911 | 7/17/2024 | 4,114.30   | Christenson Electric, Inc.                                                                    |
| Supplier Payment | Check | 19912 | 7/17/2024 | 18,573.75  | Clark County Fire District 5                                                                  |
| Supplier Payment | Check | 19913 | 7/17/2024 | 9,667.25   | Clark County - Remit-To: Clark County - Treasurer Vancouver                                   |
| Supplier Payment | Check | 19914 | 7/17/2024 | 1,218.00   | Clark County Title Company - Remit-To: Clark County - Reconveyance Fees                       |
| Supplier Payment | Check | 19915 | 7/17/2024 | 133.65     | Clark Regional Wastewater District                                                            |
| Supplier Payment | Check | 19916 | 7/17/2024 | 7,707.53   | Columbia Resource Company                                                                     |
| Supplier Payment | Check | 19917 | 7/17/2024 | 32.54      | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry                  |
| Supplier Payment | Check | 19918 | 7/17/2024 | 118.59     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry                  |
| Supplier Payment | Check | 19919 | 7/17/2024 | 121.84     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry                  |
| Supplier Payment | Check | 19920 | 7/17/2024 | 5,368.75   | Core and Main LP - Remit-To: Core and Main LP                                                 |
| Supplier Payment | Check | 19921 | 7/17/2024 | 27,827.20  | CUES Inc - Remit-To: CUES Inc - Cincinnati                                                    |
| Supplier Payment | Check | 19922 | 7/17/2024 | 1,799.86   | D&H Flagging                                                                                  |
| Supplier Payment | Check | 19923 | 7/17/2024 | 13,230.00  | Davidson Benefits Planning                                                                    |
| Supplier Payment | Check | 19924 | 7/17/2024 | 322.79     | Day Management Corp - Remit-To: Day Wireless - Milwaukee                                      |
| Supplier Payment | Check | 19925 | 7/17/2024 | 480.98     | Duo-Safety Ladder Corporation                                                                 |
| Supplier Payment | Check | 19926 | 7/17/2024 | 3,013.20   | Elcon Associates Inc                                                                          |
| Supplier Payment | Check | 19927 | 7/17/2024 | 815.25     | EMS Technology Solutions LLC                                                                  |
| Supplier Payment | Check | 19928 | 7/17/2024 | 300.00     | ERF Company Inc                                                                               |
| Supplier Payment | Check | 19929 | 7/17/2024 | 8,828.56   | Esix Sportswear                                                                               |
| Supplier Payment | Check | 19930 | 7/17/2024 | 51,735.77  | ESO Solutions Inc                                                                             |
| Supplier Payment | Check | 19931 | 7/17/2024 | 1,261.00   | Evergreen Orchards LLC                                                                        |
| Supplier Payment | Check | 19932 | 7/17/2024 | 1,512.04   | Evergreen School District 114                                                                 |
| Supplier Payment | Check | 19933 | 7/17/2024 | 963.05     | Examworks Inc                                                                                 |
| Supplier Payment | Check | 19934 | 7/17/2024 | 56.52      | Experian Marketing Solutions - Remit-To: Experian - Los Angeles                               |
| Supplier Payment | Check | 19935 | 7/17/2024 | 471.20     | Fazio Bros Sand Co Inc                                                                        |
| Supplier Payment | Check | 19936 | 7/17/2024 | 27,208.70  | General Pacific Inc                                                                           |
| Supplier Payment | Check | 19937 | 7/17/2024 | 2,045.00   | Groundwater Solutions, Inc.                                                                   |
| Supplier Payment | Check | 19938 | 7/17/2024 | 10,187.00  | H&H Wood Recyclers                                                                            |
| Supplier Payment | Check | 19939 | 7/17/2024 | 5,005.00   | Hawks Ridge Assisted Living                                                                   |
| Supplier Payment | Check | 19940 | 7/17/2024 | 11,305.58  | HMI Oregon - Remit-To: Pacific WRO                                                            |
| Supplier Payment | Check | 19941 | 7/17/2024 | 900.00     | Jason Bryan Ropp                                                                              |
| Supplier Payment | Check | 19942 | 7/17/2024 | 1,173.98   | Kurita America Inc - Remit-To: US Water - Minneapolis                                         |
| Supplier Payment | Check | 19943 | 7/17/2024 | 22,727.07  | Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle                                     |
| Supplier Payment | Check | 19944 | 7/17/2024 | 75.00      | Lester Griffin                                                                                |
| Supplier Payment | Check | 19945 | 7/17/2024 | 45,666.22  | Life Insurance Company of North America                                                       |
| Supplier Payment | Check | 19946 | 7/17/2024 | 2,508.23   | Loomis Armored US LLC - Remit-To: Loomis - Palatine                                           |
| Supplier Payment | Check | 19947 | 7/17/2024 | 18,017.50  | LSW Architects PC                                                                             |
| Supplier Payment | Check | 19948 | 7/17/2024 | 369.58     | Mark IV Enterprises Inc                                                                       |
| Supplier Payment | Check | 19949 | 7/17/2024 | 4,228.75   | Maul Foster & Alongi Inc                                                                      |
| Supplier Payment | Check | 19950 | 7/17/2024 | 1,351.53   | Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago           |
| Supplier Payment | Check | 19951 | 7/17/2024 | 10,400.00  | Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc |
| Supplier Payment | Check | 19952 | 7/17/2024 | 120,536.76 | North Sound Auto Group LLC                                                                    |

# INVOICE PAYMENTS REPORT

|                  |       |       |           |            |                                                                               |
|------------------|-------|-------|-----------|------------|-------------------------------------------------------------------------------|
| Supplier Payment | Check | 19953 | 7/17/2024 | 6,085.92   | Northwest Natural Gas Company - Remit-To: NW Natural - Portland               |
| Supplier Payment | Check | 19954 | 7/17/2024 | 232.07     | Orion Medical Supply                                                          |
| Supplier Payment | Check | 19955 | 7/17/2024 | 32,651.36  | Parametrix, Inc                                                               |
| Supplier Payment | Check | 19956 | 7/17/2024 | 638.51     | Parkeon                                                                       |
| Supplier Payment | Check | 19957 | 7/17/2024 | 50.00      | PDH Creative                                                                  |
| Supplier Payment | Check | 19958 | 7/17/2024 | 250.00     | Performance Occupational Health Services, LLC                                 |
| Supplier Payment | Check | 19959 | 7/17/2024 | 6,356.00   | Portland Adventist Medical Center                                             |
| Supplier Payment | Check | 19960 | 7/17/2024 | 48,618.25  | PPC Solutions Inc                                                             |
| Supplier Payment | Check | 19961 | 7/17/2024 | 6,650.00   | Public Safety Testing Inc                                                     |
| Supplier Payment | Check | 19962 | 7/17/2024 | 5,720.00   | R & W Engineering Inc                                                         |
| Supplier Payment | Check | 19963 | 7/17/2024 | 519.50     | Rapid Response Bio Clean Inc.                                                 |
| Supplier Payment | Check | 19964 | 7/17/2024 | 12,668.64  | River City Environmental                                                      |
| Supplier Payment | Check | 19965 | 7/17/2024 | 3,169.69   | S&B Inc                                                                       |
| Supplier Payment | Check | 19966 | 7/17/2024 | 246,622.86 | Safeware Inc.                                                                 |
| Supplier Payment | Check | 19967 | 7/17/2024 | 72,026.68  | San Diego Police Equipment Co Inc                                             |
| Supplier Payment | Check | 19968 | 7/17/2024 | 7,286.69   | SeaWestern Inc                                                                |
| Supplier Payment | Check | 19969 | 7/17/2024 | 2,789.68   | Shrums Pest Control                                                           |
| Supplier Payment | Check | 19970 | 7/17/2024 | 55,632.50  | Southwest Washington Humane Society                                           |
| Supplier Payment | Check | 19971 | 7/17/2024 | 3,718.80   | Stateline LLC                                                                 |
| Supplier Payment | Check | 19972 | 7/17/2024 | 7.62       | State of Oregon Department of Transportation - Remit-To: OR DMV - Salem       |
| Supplier Payment | Check | 19973 | 7/17/2024 | 301.68     | State of Washington Department of Licensing - Remit-To: Notary Public Program |
| Supplier Payment | Check | 19974 | 7/17/2024 | 964.60     | State of Washington Department of Transportation                              |
| Supplier Payment | Check | 19975 | 7/17/2024 | 1,214.75   | State of Washington State Patrol                                              |
| Supplier Payment | Check | 19976 | 7/17/2024 | 10.36      | Stericycle Inc - Remit-To: Shred-It                                           |
| Supplier Payment | Check | 19977 | 7/17/2024 | 10.36      | Stericycle Inc - Remit-To: Shred-It                                           |
| Supplier Payment | Check | 19978 | 7/17/2024 | 918.52     | Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena                  |
| Supplier Payment | Check | 19979 | 7/17/2024 | 10,000.00  | Tamarack Management LLC                                                       |
| Supplier Payment | Check | 19980 | 7/17/2024 | 733.00     | Terraphase Engineering Inc                                                    |
| Supplier Payment | Check | 19981 | 7/17/2024 | 4,000.00   | The Arts Centered                                                             |
| Supplier Payment | Check | 19982 | 7/17/2024 | 619.60     | Towing & Recovering Services Inc                                              |
| Supplier Payment | Check | 19983 | 7/17/2024 | 8,180.00   | Triangle Resources Inc                                                        |
| Supplier Payment | Check | 19984 | 7/17/2024 | 3,559.90   | Triple J Enterprises                                                          |
| Supplier Payment | Check | 19985 | 7/17/2024 | 575.68     | United States Dosimetry Technology Inc                                        |
| Supplier Payment | Check | 19986 | 7/17/2024 | 500.00     | United States Postal Service - Remit-To: United States Postal Service Caples  |
| Supplier Payment | Check | 19987 | 7/17/2024 | 10,000.00  | United States Postal Service - Remit-To: USPS - First Data/Remitco - 52940558 |
| Supplier Payment | Check | 19988 | 7/17/2024 | 180.00     | Urgent Medical Center                                                         |
| Supplier Payment | Check | 19989 | 7/17/2024 | 355.00     | Vancouver Aire LLC                                                            |
| Supplier Payment | Check | 19990 | 7/17/2024 | 217.38     | Vestis Group, Inc - Remit-To: Vestis - Pasadena                               |
| Supplier Payment | Check | 19991 | 7/17/2024 | 650.00     | Vigilant Solutions, LLC                                                       |
| Supplier Payment | Check | 19992 | 7/17/2024 | 614.18     | W.B. Sprague Co. Inc.                                                         |
| Supplier Payment | Check | 19993 | 7/17/2024 | 9,668.70   | Wallis Engineering PLLC                                                       |
| Supplier Payment | Check | 19994 | 7/17/2024 | 1,015.90   | Walter E Nelson Company                                                       |
| Supplier Payment | Check | 19995 | 7/17/2024 | 3,052.00   | Washington Amateur Softball Association                                       |
| Supplier Payment | Check | 19996 | 7/17/2024 | 2,400.00   | Washington Association of Municipal Attorneys                                 |
| Supplier Payment | Check | 19997 | 7/17/2024 | 79,387.96  | WSP USA Inc. - Remit-To: WSP USA Inc, Dallas                                  |
| Supplier Payment | Check | 19998 | 7/24/2024 | 9,450.00   | Action Onsite Inc                                                             |
| Supplier Payment | Check | 19999 | 7/24/2024 | 139.08     | Airgas, Inc                                                                   |
| Supplier Payment | Check | 20000 | 7/24/2024 | 2,750.00   | Andrew Prochniak                                                              |
| Supplier Payment | Check | 20001 | 7/24/2024 | 500.00     | Arnada Neighborhood Association                                               |
| Supplier Payment | Check | 20002 | 7/24/2024 | 11,710.00  | BAE Urban Economics, Inc.                                                     |
| Supplier Payment | Check | 20003 | 7/24/2024 | 9,040.50   | Berry Dunn McNeil & Parker LLC                                                |
| Supplier Payment | Check | 20004 | 7/24/2024 | 5,000.00   | BRAVO VANCOUVER CONCERT SERIES                                                |
| Supplier Payment | Check | 20005 | 7/24/2024 | 10,778.05  | Brown & Wilson Partnership LLC                                                |
| Supplier Payment | Check | 20006 | 7/24/2024 | 37,126.49  | Carahsoft Technology                                                          |

# INVOICE PAYMENTS REPORT

|                  |       |       |           |            |                                                                                       |  |
|------------------|-------|-------|-----------|------------|---------------------------------------------------------------------------------------|--|
| Supplier Payment | Check | 20007 | 7/24/2024 | 24,984.70  | Cascade Signal Corporation                                                            |  |
| Supplier Payment | Check | 20008 | 7/24/2024 | 190.00     | CDS Airbrushing & Coaching LLC                                                        |  |
| Supplier Payment | Check | 20009 | 7/24/2024 | 38,637.96  | CECO Inc                                                                              |  |
| Supplier Payment | Check | 20010 | 7/24/2024 | 800.00     | Chanmi Development LLC                                                                |  |
| Supplier Payment | Check | 20011 | 7/24/2024 | 543.50     | Chicago Title Company of WA                                                           |  |
| Supplier Payment | Check | 20012 | 7/24/2024 | 3,148.28   | Cintas                                                                                |  |
| Supplier Payment | Check | 20013 | 7/24/2024 | 400.00     | Clark County Title Company - Remit-To: Clark County - Reconveyance Fees               |  |
| Supplier Payment | Check | 20014 | 7/24/2024 | 1,170.55   | Clark Public Utility District No. 1                                                   |  |
| Supplier Payment | Check | 20015 | 7/24/2024 | 1,779.35   | Clark Public Utility District No. 1                                                   |  |
| Supplier Payment | Check | 20016 | 7/24/2024 | 542.07     | Clark Public Utility District No. 1                                                   |  |
| Supplier Payment | Check | 20017 | 7/24/2024 | 110,551.74 | Clary Longview LLC                                                                    |  |
| Supplier Payment | Check | 20018 | 7/24/2024 | 5,249.40   | Columbia Resource Company                                                             |  |
| Supplier Payment | Check | 20019 | 7/24/2024 | 105.90     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry          |  |
| Supplier Payment | Check | 20020 | 7/24/2024 | 106.00     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry          |  |
| Supplier Payment | Check | 20021 | 7/24/2024 | 121.84     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry          |  |
| Supplier Payment | Check | 20022 | 7/24/2024 | 188.33     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry          |  |
| Supplier Payment | Check | 20023 | 7/24/2024 | 500.00     | Community AME Zion Church                                                             |  |
| Supplier Payment | Check | 20024 | 7/24/2024 | 6,800.00   | Concord Adult Care Home, LLC                                                          |  |
| Supplier Payment | Check | 20025 | 7/24/2024 | 433.25     | Consort North America Inc                                                             |  |
| Supplier Payment | Check | 20026 | 7/24/2024 | 1,938.18   | Core and Main LP - Remit-To: Core and Main LP                                         |  |
| Supplier Payment | Check | 20027 | 7/24/2024 | 500.00     | Countryside Woods Neighborhood Association                                            |  |
| Supplier Payment | Check | 20028 | 7/24/2024 | 400.00     | Donald Lane Riggs                                                                     |  |
| Supplier Payment | Check | 20029 | 7/24/2024 | 500.00     | Eleanor Roosevelt Elementary PTA                                                      |  |
| Supplier Payment | Check | 20030 | 7/24/2024 | 4,103.50   | Erickson Structural Consulting Engineers                                              |  |
| Supplier Payment | Check | 20031 | 7/24/2024 | 8,644.20   | Esix Sportswear                                                                       |  |
| Supplier Payment | Check | 20032 | 7/24/2024 | 9,692.84   | Esther Short Commons LLP                                                              |  |
| Supplier Payment | Check | 20033 | 7/24/2024 | 500.00     | Family Rhythms                                                                        |  |
| Supplier Payment | Check | 20034 | 7/24/2024 | 28,612.95  | FFA Architecture and Interiors, Inc                                                   |  |
| Supplier Payment | Check | 20035 | 7/24/2024 | 2,023.43   | Genuine Parts Company - Remit-To: NAPA - Vancouver                                    |  |
| Supplier Payment | Check | 20036 | 7/24/2024 | 29,678.56  | Global Payments Inc                                                                   |  |
| Supplier Payment | Check | 20037 | 7/24/2024 | 500.00     | Good Shepherd Lutheran Church                                                         |  |
| Supplier Payment | Check | 20038 | 7/24/2024 | 500.00     | Harney Heights Neighborhood Association                                               |  |
| Supplier Payment | Check | 20039 | 7/24/2024 | 27,446.04  | Herrera Environmental Consultants Inc                                                 |  |
| Supplier Payment | Check | 20040 | 7/24/2024 | 10.00      | HM Pacific Northwest, Inc - Remit-To: Cadman - Chicago                                |  |
| Supplier Payment | Check | 20041 | 7/24/2024 | 1,560.44   | Howmedica Osteonics Corp                                                              |  |
| Supplier Payment | Check | 20042 | 7/24/2024 | 1,416.85   | Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh |  |
| Supplier Payment | Check | 20043 | 7/24/2024 | 500.00     | Inner Beauty In U                                                                     |  |
| Supplier Payment | Check | 20044 | 7/24/2024 | 401.95     | Iron Mountain Inc - Remit-To: Iron Mountain - New York                                |  |
| Supplier Payment | Check | 20045 | 7/24/2024 | 34,109.74  | KBT Distributing LLC                                                                  |  |
| Supplier Payment | Check | 20046 | 7/24/2024 | 4,306.17   | Kittelson & Associates Inc                                                            |  |
| Supplier Payment | Check | 20047 | 7/24/2024 | 576.10     | Kona Ice                                                                              |  |
| Supplier Payment | Check | 20048 | 7/24/2024 | 12,746.72  | L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons                            |  |
| Supplier Payment | Check | 20049 | 7/24/2024 | 5,217.11   | Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle                             |  |
| Supplier Payment | Check | 20050 | 7/24/2024 | 1,310.38   | Lakeyland Inc                                                                         |  |
| Supplier Payment | Check | 20051 | 7/24/2024 | 893.75     | Landkamer Consulting LLC                                                              |  |
| Supplier Payment | Check | 20052 | 7/24/2024 | 450.00     | Martha M. Baumgarten                                                                  |  |
| Supplier Payment | Check | 20053 | 7/24/2024 | 8,751.58   | McFarlanes Bark Inc                                                                   |  |



# INVOICE PAYMENTS REPORT

|                       |       |       |           |            |                                                                                                 |                                                             |
|-----------------------|-------|-------|-----------|------------|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| Supplier Payment      | Check | 20054 | 7/24/2024 | 600.00     | Nagra & Atwal Corporation                                                                       |                                                             |
| Supplier Payment      | Check | 20055 | 7/24/2024 | 5,204.38   | National Park Service - Remit-To: National Park Service - Pearson Lease                         |                                                             |
| Supplier Payment      | Check | 20056 | 7/24/2024 | 774.81     | National Safety Inc                                                                             |                                                             |
| Supplier Payment      | Check | 20057 | 7/24/2024 | 4,219.58   | Northwest Natural Gas Company - Remit-To: NW Natural - Portland                                 |                                                             |
| Supplier Payment      | Check | 20058 | 7/24/2024 | 210.00     | Porter W Yett Company                                                                           |                                                             |
| Supplier Payment      | Check | 20059 | 7/24/2024 | 35.00      | Portland Adventist Medical Center                                                               |                                                             |
| Supplier Payment      | Check | 20060 | 7/24/2024 | 364.15     | Putt Putt to Go LLC                                                                             |                                                             |
| Supplier Payment      | Check | 20061 | 7/24/2024 | 7,050.41   | Qwest Corporation - Remit-To: Qwest Corp- Seattle                                               |                                                             |
| Supplier Payment      | Check | 20062 | 7/24/2024 | 7,880.00   | Rapid Response Bio Clean Inc.                                                                   |                                                             |
| Supplier Payment      | Check | 20063 | 7/24/2024 | 11,006.45  | RH2 Engineering, Inc.                                                                           |                                                             |
| Supplier Payment      | Check | 20064 | 7/24/2024 | 681.71     | River City Environmental                                                                        |                                                             |
| Supplier Payment      | Check | 20065 | 7/24/2024 | 1,000.00   | Riveridge Neighborhood Association                                                              |                                                             |
| Supplier Payment      | Check | 20066 | 7/24/2024 | 500.00     | Rose Village Neighborhood Association                                                           |                                                             |
| Supplier Payment      | Check | 20067 | 7/24/2024 | 13,645.76  | San Diego Police Equipment Co Inc                                                               |                                                             |
| Supplier Payment      | Check | 20068 | 7/24/2024 | 55,415.26  | Selectron Technologies, Inc                                                                     |                                                             |
| Supplier Payment      | Check | 20069 | 7/24/2024 | 1,221.60   | Shrums Pest Control                                                                             |                                                             |
| Supplier Payment      | Check | 20070 | 7/24/2024 | 500.00     | Slo Paks                                                                                        |                                                             |
| Supplier Payment      | Check | 20071 | 7/24/2024 | 44,713.11  | Software House International SHI - Remit-To: SHI - Dallas                                       |                                                             |
| Supplier Payment      | Check | 20072 | 7/24/2024 | 6,293.73   | Soha Sign                                                                                       |                                                             |
| Supplier Payment      | Check | 20073 | 7/24/2024 | 179,154.00 | State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology |                                                             |
| Supplier Payment      | Check | 20074 | 7/24/2024 | 4,756.76   | State of Washington Department of Transportation                                                |                                                             |
| Supplier Payment      | Check | 20075 | 7/24/2024 | 25,692.21  | State of Washington Department of Transportation                                                |                                                             |
| Supplier Payment      | Check | 20076 | 7/24/2024 | 491.75     | Sun Badge Company                                                                               |                                                             |
| Supplier Payment      | Check | 20077 | 7/24/2024 | 1,250.00   | The Bank Of New York Mellon Trust Company                                                       |                                                             |
| Supplier Payment      | Check | 20078 | 7/24/2024 | 7,125.00   | The Loudenback Corporation                                                                      |                                                             |
| Supplier Payment      | Check | 20079 | 7/24/2024 | 892.50     | Todd Prager & Associates LLC                                                                    |                                                             |
| Supplier Payment      | Check | 20080 | 7/24/2024 | 21,000.00  | Treadway Events & Entertainment LLC                                                             |                                                             |
| Supplier Payment      | Check | 20081 | 7/24/2024 | 1,364.04   | Trilogy MedWaste West, LLC                                                                      |                                                             |
| Supplier Payment      | Check | 20082 | 7/24/2024 | 25,247.92  | Vanquish Investment Group                                                                       |                                                             |
| Supplier Payment      | Check | 20083 | 7/24/2024 | 2,663.30   | Veritext LLC - Remit-To: Veritext LLC                                                           |                                                             |
| Supplier Payment      | Check | 20084 | 7/24/2024 | 652.24     | W.B. Sprague Co. Inc.                                                                           |                                                             |
| Supplier Payment      | Check | 20085 | 7/24/2024 | 211.97     | Walter E Nelson Company                                                                         |                                                             |
| Supplier Payment      | Check | 20086 | 7/24/2024 | 8,081.70   | Waste Connections of Washington - Remit-To: Waste Connections - Vancouver                       |                                                             |
| Supplier Payment      | Check | 20087 | 7/24/2024 | 7,433.66   | Water Systems Consulting Inc                                                                    |                                                             |
| Supplier Payment      | Check | 20088 | 7/24/2024 | 15,366.33  | WSP USA Inc. - Remit-To: WSP USA Inc. Dallas                                                    |                                                             |
| Supplier Payment      | Check | 20089 | 7/24/2024 | 500.00     | Youth and Family Link                                                                           |                                                             |
| Customer Refund       | Check | 20090 | 7/24/2024 | 100.00     | ANJELINA S ZAGARIYA                                                                             | Refund per Diversion Coordinator instructions to defendant. |
| Customer Refund       | Check | 20091 | 7/24/2024 | 140.00     | GRADY'S PUBLIC HOUSE (P)                                                                        | Refund for overpayment on account already sent to PCS.      |
| Miscellaneous Payment | Check | 20092 | 7/24/2024 | 300.00     | Community A.M.E. Zion Church                                                                    | Damage Deposit Refund                                       |
| Miscellaneous Payment | Check | 20093 | 7/24/2024 | 16.36      | Cynthia Pederson                                                                                | REFUND - CDBG loan #9070045 overpay                         |
| Miscellaneous Payment | Check | 20094 | 7/24/2024 | 14.18      | ESTATE OF RONNIE SIMMONS                                                                        | Refund of overpayment of loan 970009                        |
| Miscellaneous Payment | Check | 20095 | 7/24/2024 | 30.00      | Joyce Kania                                                                                     | Refund Parking Fee Lot 18 P3                                |
| Miscellaneous Payment | Check | 20096 | 7/24/2024 | 100.00     | Marrion Neighborhood Association                                                                | 2024 Resource Conservation Challenge                        |
| Miscellaneous Payment | Check | 20097 | 7/24/2024 | 120.00     | Marrion Neighborhood Association                                                                | 2024 RecycleU                                               |
| Miscellaneous Payment | Check | 20098 | 7/24/2024 | 100.00     | North Image Neighborhood Association                                                            | 2024 Resource Conservation Challenge                        |
| Ad Hoc Payment        | Check | 20099 | 7/24/2024 | 479.11     | Braddock,Alysia                                                                                 | Utility Refunds: 0151001650-03                              |
| Ad Hoc Payment        | Check | 20100 | 7/24/2024 | 47.61      | Castelli,Stefano or Susan                                                                       | Utility Refunds: 0000005678-03                              |

# INVOICE PAYMENTS REPORT

|                      |                |              |           |              |                                                |                                                                                  |
|----------------------|----------------|--------------|-----------|--------------|------------------------------------------------|----------------------------------------------------------------------------------|
| Ad Hoc Payment       | Check          | 20101        | 7/24/2024 | 46.52        | Dreitlein,Tabitha                              | Utility Refunds: 0073003030-04                                                   |
| Ad Hoc Payment       | Check          | 20102        | 7/24/2024 | 110.36       | Finstad,Gina K                                 | Utility Refunds: 0072029200-09                                                   |
| Ad Hoc Payment       | Check          | 20103        | 7/24/2024 | 89.45        | Grey,Ronald J                                  | Utility Refunds: 0026028100-01                                                   |
| Ad Hoc Payment       | Check          | 20104        | 7/24/2024 | 37.55        | Grey,Ronald J or Patricia K                    | Utility Refunds: 0026028100-01                                                   |
| Ad Hoc Payment       | Check          | 20105        | 7/24/2024 | 174.53       | Harold,Bruce or Barbara                        | Utility Refunds: 0000005998-08                                                   |
| Ad Hoc Payment       | Check          | 20106        | 7/24/2024 | 346.04       | Hay,Charles J III or Maria J                   | Utility Refunds: 0500001212-02                                                   |
| Ad Hoc Payment       | Check          | 20107        | 7/24/2024 | 163.08       | Marilyn J Klug Survivors Trust                 | Utility Refunds: 0141007300-02 Consolidated refund created from multiple refunds |
| Ad Hoc Payment       | Check          | 20108        | 7/24/2024 | 131.66       | Mertens,Jason or Laura                         | Utility Refunds: 0107020350-03                                                   |
| Ad Hoc Payment       | Check          | 20109        | 7/24/2024 | 109.15       | Michelle Pelham or Roman Pavlovich             | Utility Refunds: 0500004370-02                                                   |
| Ad Hoc Payment       | Check          | 20110        | 7/24/2024 | 203.61       | Sally N Thayer Survivor's Trust                | Utility Refunds: 0109012122-02                                                   |
| Ad Hoc Payment       | Check          | 20111        | 7/24/2024 | 1,562.22     | Snoddy,Tom                                     | Utility Refunds: 0010007600-03 Consolidated refund created from multiple refunds |
| Ad Hoc Payment       | Check          | 20112        | 7/24/2024 | 40.51        | The Earle and Clydine Calverley Trust          | Utility Refunds: 0112091002-04                                                   |
| Ad Hoc Payment       | Check          | 20113        | 7/24/2024 | 127.20       | The Estate of Kimberly J Hippach               | Utility Refunds: 0075001114-09                                                   |
| Ad Hoc Payment       | Check          | 20114        | 7/24/2024 | 91.25        | The Jacquelyn Walstrom Trust                   | Utility Refunds: 0101000186-02                                                   |
| Ad Hoc Payment       | Check          | 20115        | 7/24/2024 | 222.41       | The Pust Family Revocable Trust                | Utility Refunds: 0087024068-03                                                   |
| Ad Hoc Payment       | Check          | 20116        | 7/24/2024 | 121.00       | The William Donat Gagne Revocable Living Trust | Utility Refunds: 0031000900-13 Consolidated refund created from multiple refunds |
| Ad Hoc Payment       | Check          | 20117        | 7/24/2024 | 61.91        | Vilaysanhs Group LLC                           | Utility Refunds: 0048052500-06                                                   |
| Ad Hoc Payment       | Check          | 20118        | 7/24/2024 | 41.86        | Waltz,Thomas or Kristina                       | Utility Refunds: 0141003951-03                                                   |
| Supplier Payment     | Check          | 20119        | 7/25/2024 | 6,314.17     | Aflac                                          |                                                                                  |
| Supplier Payment     | Check          | 20120        | 7/25/2024 | 5,970.29     | AFSCME Local #307                              |                                                                                  |
| Supplier Payment     | Check          | 20121        | 7/25/2024 | 334.00       | California State Disbursement Unit             |                                                                                  |
| Supplier Payment     | Check          | 20122        | 7/25/2024 | 1,033.50     | Chapter 13 - Trustee                           |                                                                                  |
| Supplier Payment     | Check          | 20123        | 7/25/2024 | 491.00       | Hawaii SDU                                     |                                                                                  |
| Supplier Payment     | Check          | 20124        | 7/25/2024 | 774.90       | IAM Local #1374                                |                                                                                  |
| Supplier Payment     | Check          | 20125        | 7/25/2024 | 8,901.58     | Life Insurance Company of North America        |                                                                                  |
| Supplier Payment     | Check          | 20126        | 7/25/2024 | 1,000.00     | MFS Service Center Inc                         |                                                                                  |
| Supplier Payment     | Check          | 20127        | 7/25/2024 | 4,199.73     | OPEIU Local #11                                |                                                                                  |
| Supplier Payment     | Check          | 20128        | 7/25/2024 | 814.00       | Teamsters Local #58                            |                                                                                  |
| Supplier Payment     | Check          | 20129        | 7/25/2024 | 262.50       | UA Local #290                                  |                                                                                  |
| Supplier Payment     | Check          | 20130        | 7/25/2024 | 3,750.90     | Western Conference of Teamsters                |                                                                                  |
| Supplier Payment     | Check          | 20131        | 7/25/2024 | 1,451.76     | Western Metal Industry Pension Plan            |                                                                                  |
|                      | Check          |              |           | 2,935,326.57 |                                                |                                                                                  |
| Expense Payment      | Direct Deposit | EFT-00254607 | 7/11/2024 | 8.25         | Patrick Kennedy                                | Employee Reimbursement                                                           |
| Expense Payment      | Direct Deposit | EFT-00254608 | 7/11/2024 | 247.63       | Benjamin Uhl                                   | Employee Reimbursement                                                           |
| Expense Payment      | Direct Deposit | EFT-00254609 | 7/11/2024 | 247.63       | Brady Harmon                                   | Employee Reimbursement                                                           |
| Expense Payment      | Direct Deposit | EFT-00254610 | 7/11/2024 | 247.63       | Miguel Favela Jr.                              | Employee Reimbursement                                                           |
| Expense Payment      | Direct Deposit | EFT-00254611 | 7/11/2024 | 247.63       | Stephan Hoobler                                | Employee Reimbursement                                                           |
| Expense Payment      | Direct Deposit | EFT-00254612 | 7/11/2024 | 247.63       | Trent Aldrich                                  | Employee Reimbursement                                                           |
| Expense Payment      | Direct Deposit | EFT-00254613 | 7/11/2024 | 247.63       | Gunner Talkington                              | Employee Reimbursement                                                           |
| Expense Payment      | Direct Deposit | EFT-00254614 | 7/11/2024 | 247.63       | Robert Conrath                                 | Employee Reimbursement                                                           |
| Expense Payment      | Direct Deposit | EFT-00254615 | 7/11/2024 | 211.25       | Ethan Autrey                                   | Employee Reimbursement                                                           |
| Cash Advance Payment | Direct Deposit | EFT-00254616 | 7/11/2024 | 338.00       | Eddie Alba                                     | Travel Advance                                                                   |
| Expense Payment      | Direct Deposit | EFT-00254617 | 7/11/2024 | 164.00       | Sky Greig                                      | Employee Reimbursement                                                           |
| Expense Payment      | Direct Deposit | EFT-00254618 | 7/11/2024 | 547.70       | Richard Gamble                                 | Employee Reimbursement                                                           |
| Cash Advance Payment | Direct Deposit | EFT-00254619 | 7/11/2024 | 368.00       | Tommy Razo                                     | Travel Advance                                                                   |
| Expense Payment      | Direct Deposit | EFT-00254620 | 7/11/2024 | 369.43       | Tasha Slater                                   | Employee Reimbursement                                                           |
| Cash Advance Payment | Direct Deposit | EFT-00254621 | 7/11/2024 | 368.00       | Bennie Romiti                                  | Travel Advance                                                                   |
| Expense Payment      | Direct Deposit | EFT-00254622 | 7/11/2024 | 120.00       | Josh Honomichi                                 | Employee Reimbursement                                                           |
| Cash Advance Payment | Direct Deposit | EFT-00254623 | 7/11/2024 | 345.00       | Michael Whitney                                | Travel Advance                                                                   |
| Expense Payment      | Direct Deposit | EFT-00254624 | 7/11/2024 | 1,127.66     | Patrick Gilbride                               | Employee Reimbursement                                                           |
| Cash Advance Payment | Direct Deposit | EFT-00254625 | 7/11/2024 | 335.00       | Chris Malone                                   | Travel Advance                                                                   |
| Expense Payment      | Direct Deposit | EFT-00254626 | 7/11/2024 | 42.25        | Jonathan Guerrero                              | Employee Reimbursement                                                           |
| Cash Advance Payment | Direct Deposit | EFT-00254627 | 7/11/2024 | 209.25       | Ashley Williams                                | Travel Advance                                                                   |
| Expense Payment      | Direct Deposit | EFT-00254628 | 7/11/2024 | 288.00       | Gabriel Montez                                 | Employee Reimbursement                                                           |
| Expense Payment      | Direct Deposit | EFT-00254639 | 7/18/2024 | 90.25        | Nathan Copewin                                 | Employee Reimbursement                                                           |
| Expense Payment      | Direct Deposit | EFT-00254640 | 7/18/2024 | 341.09       | Peter Chow                                     | Employee Reimbursement                                                           |
| Expense Payment      | Direct Deposit | EFT-00254641 | 7/18/2024 | 138.00       | Kory Sorenson                                  | Employee Reimbursement                                                           |
| Expense Payment      | Direct Deposit | EFT-00254642 | 7/18/2024 | 136.00       | Jesse Chick                                    | Employee Reimbursement                                                           |
| Expense Payment      | Direct Deposit | EFT-00254643 | 7/18/2024 | 16.50        | Erik Jennings                                  | Employee Reimbursement                                                           |
| Expense Payment      | Direct Deposit | EFT-00254644 | 7/18/2024 | 95.54        | Brian Ruder                                    | Employee Reimbursement                                                           |
| Expense Payment      | Direct Deposit | EFT-00254645 | 7/18/2024 | 140.28       | Noah Dalhover                                  | Employee Reimbursement                                                           |
| Expense Payment      | Direct Deposit | EFT-00254646 | 7/18/2024 | 45.00        | Timmi Winther                                  | Employee Reimbursement                                                           |
| Expense Payment      | Direct Deposit | EFT-00254647 | 7/18/2024 | 99.99        | Michael Whitney                                | Employee Reimbursement                                                           |
| Expense Payment      | Direct Deposit | EFT-00254648 | 7/18/2024 | 1,082.95     | Anne McEnery-Ogle                              | Employee Reimbursement                                                           |
| Cash Advance Payment | Direct Deposit | EFT-00254649 | 7/18/2024 | 118.50       | Timmi Winther                                  | Travel Advance                                                                   |

# INVOICE PAYMENTS REPORT

|                      |                |              |                       |                  |                                                                           |                        |
|----------------------|----------------|--------------|-----------------------|------------------|---------------------------------------------------------------------------|------------------------|
| Cash Advance Payment | Direct Deposit | EFT-00254650 | 7/18/2024             | 69.00            | Douglas Van Aalst                                                         | Travel Advance         |
| Cash Advance Payment | Direct Deposit | EFT-00254651 | 7/18/2024             | 69.00            | Tanner Muonio                                                             | Travel Advance         |
| Cash Advance Payment | Direct Deposit | EFT-00254652 | 7/18/2024             | 259.00           | Julie Ballou                                                              | Travel Advance         |
| Expense Payment      | Direct Deposit | EFT-00254653 | 7/18/2024             | 18.46            | Andrew Land                                                               | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00254654 | 7/18/2024             | 23.58            | Jude Blocker                                                              | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00256665 | 7/25/2024             | 0.50             | Edward Letarte                                                            | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00256666 | 7/25/2024             | 169.56           | Chris Malone                                                              | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00256667 | 7/25/2024             | 42.25            | Gage Harrah                                                               | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00256668 | 7/25/2024             | 676.20           | Erica Nilsen                                                              | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00256669 | 7/25/2024             | 250.00           | Tom Randall                                                               | Employee Reimbursement |
| Cash Advance Payment | Direct Deposit | EFT-00256670 | 7/25/2024             | 129.38           | Eric Holmes                                                               | Travel Advance         |
| Expense Payment      | Direct Deposit | EFT-00256671 | 7/25/2024             | 21.74            | Valerie McAlister                                                         | Employee Reimbursement |
| Cash Advance Payment | Direct Deposit | EFT-00256672 | 7/25/2024             | 185.00           | Jason Nicholson                                                           | Travel Advance         |
|                      |                |              | <b>Direct Deposit</b> | <b>10,792.97</b> |                                                                           |                        |
| Supplier Payment     | EFT            | EFT-00254601 | 7/10/2024             | 17,726.58        | Allegiance Benefit Plan Management Inc                                    |                        |
| Supplier Payment     | EFT            | EFT-00254602 | 7/10/2024             | 1,259.64         | Vancouver Command Guild                                                   |                        |
| Supplier Payment     | EFT            | EFT-00254603 | 7/10/2024             | 32,509.07        | IAFF Local #452                                                           |                        |
| Supplier Payment     | EFT            | EFT-00254604 | 7/10/2024             | 12,376.66        | Vancouver Police Officer Guild                                            |                        |
| Supplier Payment     | EFT            | EFT-00254605 | 7/10/2024             | 130.47           | Legal Shield                                                              |                        |
| Supplier Payment     | EFT            | EFT-00254629 | 7/11/2024             | 19,520.80        | SDB Inc                                                                   |                        |
| Supplier Payment     | EFT            | EFT-00254630 | 7/11/2024             | 13,041.74        | Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources |                        |
| Supplier Payment     | EFT            | EFT-00254631 | 7/11/2024             | 1,727.35         | Solid Waste Systems                                                       |                        |
| Supplier Payment     | EFT            | EFT-00254632 | 7/11/2024             | 2,446.43         | Wager Audio Inc                                                           |                        |
| Supplier Payment     | EFT            | EFT-00254633 | 7/11/2024             | 31,343.84        | Live Love Outreach                                                        |                        |
| Supplier Payment     | EFT            | EFT-00254634 | 7/11/2024             | 6,018.75         | Elizabeth Kunesh                                                          |                        |
| Supplier Payment     | EFT            | EFT-00254635 | 7/11/2024             | 1,709.85         | RELX Inc. - Remit-To: LexisNexis - Chicago                                |                        |
| Supplier Payment     | EFT            | EFT-00254636 | 7/11/2024             | 3,420.00         | BCE Engineers, Inc.                                                       |                        |
| Supplier Payment     | EFT            | EFT-00254637 | 7/11/2024             | 37.53            | Bound Tree Medical LLC                                                    |                        |
| Supplier Payment     | EFT            | EFT-00254655 | 7/18/2024             | 640.00           | Columbia West Engineering                                                 |                        |
| Supplier Payment     | EFT            | EFT-00254656 | 7/18/2024             | 11,522.20        | George Elevator Service LLC                                               |                        |
| Supplier Payment     | EFT            | EFT-00254657 | 7/18/2024             | 12,777.10        | MacKay Sposito Inc                                                        |                        |
| Supplier Payment     | EFT            | EFT-00254658 | 7/18/2024             | 5,401.30         | Nathaniel R. Wallace                                                      |                        |
| Supplier Payment     | EFT            | EFT-00254659 | 7/18/2024             | 2,156.25         | First Forty Feet LLC                                                      |                        |
| Supplier Payment     | EFT            | EFT-00254660 | 7/18/2024             | 854.33           | ICC Codification, Inc.                                                    |                        |
| Supplier Payment     | EFT            | EFT-00254661 | 7/18/2024             | 5,775.00         | The Gunter Group LLC                                                      |                        |
| Supplier Payment     | EFT            | EFT-00254662 | 7/18/2024             | 343,727.46       | Operations Management International Inc                                   |                        |
| Supplier Payment     | EFT            | EFT-00254663 | 7/18/2024             | 7,931.35         | Harrys Key Service Inc                                                    |                        |
| Supplier Payment     | EFT            | EFT-00254664 | 7/18/2024             | 138,100.16       | Thrive2Survive                                                            |                        |
| Supplier Payment     | EFT            | EFT-00254665 | 7/18/2024             | 75.00            | Dominick Rose                                                             |                        |
| Supplier Payment     | EFT            | EFT-00254666 | 7/18/2024             | 10,082.53        | Otak Inc                                                                  |                        |
| Supplier Payment     | EFT            | EFT-00254667 | 7/18/2024             | 1,497.53         | Hermanson Company, LLC - Remit-To: Hermanson Company, LLC                 |                        |
| Supplier Payment     | EFT            | EFT-00254668 | 7/18/2024             | 1,862.50         | AgreeYa Solutions, Inc. - Remit-To: AgreeYa Solutions, Inc                |                        |
| Supplier Payment     | EFT            | EFT-00254669 | 7/18/2024             | 597.90           | Hermanson Company, LLC - Remit-To: Hermanson Company, LLC                 |                        |
| Supplier Payment     | EFT            | EFT-00254670 | 7/18/2024             | 78,649.45        | Halbert Construction Services LLC                                         |                        |
| Supplier Payment     | EFT            | EFT-00254671 | 7/18/2024             | 890.00           | Eurofins Eaton Analytical, LLC                                            |                        |
| Supplier Payment     | EFT            | EFT-00254672 | 7/18/2024             | 150.00           | Cindy Reed                                                                |                        |
| Supplier Payment     | EFT            | EFT-00254673 | 7/18/2024             | 4,642.85         | The Amy VanCamp Experience LLC                                            |                        |
| Supplier Payment     | EFT            | EFT-00254674 | 7/18/2024             | 10,804.36        | ConvergeOne Inc                                                           |                        |
| Supplier Payment     | EFT            | EFT-00254675 | 7/18/2024             | 10,597.75        | Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco           |                        |
| Supplier Payment     | EFT            | EFT-00254676 | 7/18/2024             | 1,001.00         | QuickCaption                                                              |                        |
| Supplier Payment     | EFT            | EFT-00254677 | 7/18/2024             | 29,104.44        | Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources |                        |
| Supplier Payment     | EFT            | EFT-00254678 | 7/18/2024             | 20,991.06        | SDB Inc                                                                   |                        |
| Supplier Payment     | EFT            | EFT-00254679 | 7/18/2024             | 120,755.04       | Outsiderinn.org                                                           |                        |
| Supplier Payment     | EFT            | EFT-00254680 | 7/18/2024             | 2,682.88         | Linguaiva Interpreters Inc                                                |                        |
| Supplier Payment     | EFT            | EFT-00254681 | 7/18/2024             | 122,147.55       | Rotschy Inc                                                               |                        |
| Supplier Payment     | EFT            | EFT-00254682 | 7/18/2024             | 42,815.00        | Sazan Group, Inc                                                          |                        |
| Supplier Payment     | EFT            | EFT-00254683 | 7/18/2024             | 150.00           | Mark Frazier                                                              |                        |
| Supplier Payment     | EFT            | EFT-00254684 | 7/18/2024             | 2,395.79         | Accurate Investigation Services                                           |                        |
| Supplier Payment     | EFT            | EFT-00254685 | 7/18/2024             | 17,621.14        | Del Sol Inc                                                               |                        |
| Supplier Payment     | EFT            | EFT-00254686 | 7/18/2024             | 10,231.39        | Limeade, Inc                                                              |                        |
| Supplier Payment     | EFT            | EFT-00254687 | 7/18/2024             | 352.00           | Pacifica Law Group LLP                                                    |                        |
| Supplier Payment     | EFT            | EFT-00254688 | 7/18/2024             | 11,112.50        | PBS Engineering and Environmental Inc                                     |                        |
| Supplier Payment     | EFT            | EFT-00254689 | 7/18/2024             | 150.00           | Jean-Pierre Parent                                                        |                        |
| Supplier Payment     | EFT            | EFT-00254690 | 7/18/2024             | 14,414.68        | Waxie's Enterprises Inc                                                   |                        |
| Supplier Payment     | EFT            | EFT-00254691 | 7/18/2024             | 177,000.00       | Schroeter Goldmark & Bender, PS                                           |                        |
| Supplier Payment     | EFT            | EFT-00254692 | 7/18/2024             | 552.14           | Praxair Distribution Inc                                                  |                        |
| Supplier Payment     | EFT            | EFT-00254693 | 7/18/2024             | 150.00           | James Kirkendall                                                          |                        |

# INVOICE PAYMENTS REPORT

|                  |     |              |           |              |                                                                                              |
|------------------|-----|--------------|-----------|--------------|----------------------------------------------------------------------------------------------|
| Supplier Payment | EFT | EFT-00254694 | 7/18/2024 | 140.00       | Brad Piesch Aggressive Enterprises, Inc                                                      |
| Supplier Payment | EFT | EFT-00254695 | 7/18/2024 | 3,661.17     | Live Love Outreach                                                                           |
| Supplier Payment | EFT | EFT-00254696 | 7/18/2024 | 1,534.41     | Solid Waste Systems                                                                          |
| Supplier Payment | EFT | EFT-00254697 | 7/18/2024 | 12,147.55    | Copiers Northwest Inc.                                                                       |
| Supplier Payment | EFT | EFT-00254698 | 7/18/2024 | 55,261.71    | Walker Consultants, Inc                                                                      |
| Supplier Payment | EFT | EFT-00254699 | 7/18/2024 | 2,866.90     | Commonstreet Consulting, LLC                                                                 |
| Supplier Payment | EFT | EFT-00254700 | 7/18/2024 | 2,864.25     | Fire Systems West                                                                            |
| Supplier Payment | EFT | EFT-00254701 | 7/18/2024 | 14,169.44    | Tapani Inc                                                                                   |
| Supplier Payment | EFT | EFT-00254702 | 7/18/2024 | 5,880.46     | Elizabeth Kunesch                                                                            |
| Supplier Payment | EFT | EFT-00254703 | 7/18/2024 | 2,361.28     | Canopy Wellbeing                                                                             |
| Supplier Payment | EFT | EFT-00254704 | 7/18/2024 | 18,775.00    | CBRE, Inc.                                                                                   |
| Supplier Payment | EFT | EFT-00254705 | 7/18/2024 | 13,750.55    | Jay Dallum                                                                                   |
| Supplier Payment | EFT | EFT-00254706 | 7/18/2024 | 1,827.50     | Jacobs Engineering Group Inc                                                                 |
| Supplier Payment | EFT | EFT-00254707 | 7/18/2024 | 2,880.00     | Rock Creek Communications, LLC                                                               |
| Supplier Payment | EFT | EFT-00254708 | 7/18/2024 | 10,459.52    | Distinctive Landscape LLC                                                                    |
| Supplier Payment | EFT | EFT-00254709 | 7/18/2024 | 504,537.45   | Advanced Excavating Specialists LLC                                                          |
| Supplier Payment | EFT | EFT-00254710 | 7/18/2024 | 49,935.88    | State of Washington Auditor's Office                                                         |
| Supplier Payment | EFT | EFT-00254711 | 7/18/2024 | 150.00       | Red Sea Road Consulting LLC                                                                  |
| Supplier Payment | EFT | EFT-00254712 | 7/18/2024 | 99,804.39    | Do Good Multnomah                                                                            |
| Supplier Payment | EFT | EFT-00254713 | 7/18/2024 | 31,343.36    | Western Water Works Supply Co Inc                                                            |
| Supplier Payment | EFT | EFT-00254714 | 7/18/2024 | 43,077.81    | Key Code Media, Inc                                                                          |
| Supplier Payment | EFT | EFT-00254715 | 7/18/2024 | 1,483.24     | State of Washington Consolidated Technology Services                                         |
| Supplier Payment | EFT | EFT-00254716 | 7/18/2024 | 17,765.99    | Blackline Inc                                                                                |
| Supplier Payment | EFT | EFT-00254728 | 7/22/2024 | 6,497.95     | Vancouvercenter Condominium Association                                                      |
| Supplier Payment | EFT | EFT-00256673 | 7/25/2024 | 500.00       | Vietnamese Community of Clark County                                                         |
| Supplier Payment | EFT | EFT-00256674 | 7/25/2024 | 128.27       | International Graphics & Nameplate Inc                                                       |
| Supplier Payment | EFT | EFT-00256675 | 7/25/2024 | 1,156.39     | Solid Waste Systems                                                                          |
| Supplier Payment | EFT | EFT-00256676 | 7/25/2024 | 23,737.28    | Live Love Outreach                                                                           |
| Supplier Payment | EFT | EFT-00256677 | 7/25/2024 | 500.00       | Nichole Mann                                                                                 |
| Supplier Payment | EFT | EFT-00256678 | 7/25/2024 | 2,812.47     | Columbia West Engineering                                                                    |
| Supplier Payment | EFT | EFT-00256679 | 7/25/2024 | 1,552.32     | Pacific Talent Inc                                                                           |
| Supplier Payment | EFT | EFT-00256680 | 7/25/2024 | 4,338.10     | New Life Friends Church                                                                      |
| Supplier Payment | EFT | EFT-00256681 | 7/25/2024 | 1,155.00     | Richard Davis                                                                                |
| Supplier Payment | EFT | EFT-00256682 | 7/25/2024 | 500.00       | Furry Friends                                                                                |
| Supplier Payment | EFT | EFT-00256683 | 7/25/2024 | 460,305.24   | Rotschy Inc                                                                                  |
| Supplier Payment | EFT | EFT-00256684 | 7/25/2024 | 500.00       | Woodland Meadows Neighborhood Association                                                    |
| Supplier Payment | EFT | EFT-00256685 | 7/25/2024 | 5,095.50     | Mead and Hunt Inc                                                                            |
| Supplier Payment | EFT | EFT-00256686 | 7/25/2024 | 103,500.00   | Proud Ground                                                                                 |
| Supplier Payment | EFT | EFT-00256687 | 7/25/2024 | 2,075,218.59 | Operations Management International Inc                                                      |
| Supplier Payment | EFT | EFT-00256688 | 7/25/2024 | 254.36       | Harrys Key Service Inc                                                                       |
| Supplier Payment | EFT | EFT-00256689 | 7/25/2024 | 500.00       | Meals on Wheels People, INC                                                                  |
| Supplier Payment | EFT | EFT-00256690 | 7/25/2024 | 6,832.37     | Distinctive Landscape LLC                                                                    |
| Supplier Payment | EFT | EFT-00256691 | 7/25/2024 | 3,984.19     | Wapiti NW LLC                                                                                |
| Supplier Payment | EFT | EFT-00256692 | 7/25/2024 | 6,453.75     | Del Sol Inc                                                                                  |
| Supplier Payment | EFT | EFT-00256693 | 7/25/2024 | 6,293.00     | Superior Exterior Systems, LLC                                                               |
| Supplier Payment | EFT | EFT-00256694 | 7/25/2024 | 1,384.06     | Lifeline Connections                                                                         |
| Supplier Payment | EFT | EFT-00256695 | 7/25/2024 | 229,673.93   | Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco                              |
| Supplier Payment | EFT | EFT-00256696 | 7/25/2024 | 27,326.91    | Pacific Landscape Services Inc                                                               |
| Supplier Payment | EFT | EFT-00256697 | 7/25/2024 | 18,377.90    | Walker Consultants, Inc                                                                      |
| Supplier Payment | EFT | EFT-00256698 | 7/25/2024 | 750.00       | TRC Environmental Corp                                                                       |
| Supplier Payment | EFT | EFT-00256699 | 7/25/2024 | 7,826.40     | Workday Inc                                                                                  |
| Supplier Payment | EFT | EFT-00256700 | 7/25/2024 | 927.20       | Freedom independent Living Home Care Inc.                                                    |
| Supplier Payment | EFT | EFT-00256701 | 7/25/2024 | 500.00       | Northcrest Neighborhood association                                                          |
| Supplier Payment | EFT | EFT-00256702 | 7/25/2024 | 7,500.00     | Arbutus Consulting LLC                                                                       |
| Supplier Payment | EFT | EFT-00256703 | 7/25/2024 | 150.00       | Amy Lynn Roark                                                                               |
| Supplier Payment | EFT | EFT-00256704 | 7/25/2024 | 500.00       | Jeffrey Kessenich                                                                            |
| Supplier Payment | EFT | EFT-00256705 | 7/25/2024 | 510.37       | Praxair Distribution Inc                                                                     |
| Supplier Payment | EFT | EFT-00256706 | 7/25/2024 | 500.00       | Vancouver Bee Project                                                                        |
| Supplier Payment | EFT | EFT-00256707 | 7/25/2024 | 31,850.14    | Fire Systems West                                                                            |
| Supplier Payment | EFT | EFT-00256708 | 7/25/2024 | 34,800.31    | Boyce Home Maintenance, LLC                                                                  |
| Supplier Payment | EFT | EFT-00256709 | 7/25/2024 | 175,000.00   | Vancouver USA Regional Tourism Office                                                        |
| Supplier Payment | EFT | EFT-00256710 | 7/25/2024 | 16,756.00    | Sustainability Solutions Group USA, Inc. - Remit-To: Sustainability Solutions Group USA, Inc |
| Supplier Payment | EFT | EFT-00256711 | 7/25/2024 | 2,527.50     | Pacifica Law Group LLP                                                                       |
| Supplier Payment | EFT | EFT-00256712 | 7/25/2024 | 137,075.28   | First Forty Feet LLC                                                                         |
| Supplier Payment | EFT | EFT-00256713 | 7/25/2024 | 3,577.32     | PBS Engineering and Environmental Inc                                                        |

# INVOICE PAYMENTS REPORT

|                          |             |              |           |              |                                                                                                                                   |
|--------------------------|-------------|--------------|-----------|--------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Supplier Payment         | EFT         | EFT-00256714 | 7/25/2024 | 1,000.00     | Cloth and Foster                                                                                                                  |
| Supplier Payment         | EFT         | EFT-00256715 | 7/25/2024 | 204.00       | Purple Communications Inc                                                                                                         |
| Supplier Payment         | EFT         | EFT-00256716 | 7/25/2024 | 71,841.15    | MacKay Sposito Inc                                                                                                                |
| Supplier Payment         | EFT         | EFT-00256717 | 7/25/2024 | 111.68       | Bound Tree Medical LLC                                                                                                            |
| Supplier Payment         | EFT         | EFT-00256718 | 7/25/2024 | 15,222.63    | Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources                                                         |
| Supplier Payment         | EFT         | EFT-00256719 | 7/25/2024 | 6,082.30     | Commonstreet Consulting, LLC                                                                                                      |
| Supplier Payment         | EFT         | EFT-00256720 | 7/25/2024 | 14,524.49    | Ferguson Enterprises - Remit-To: Ferguson - Dallas                                                                                |
| Supplier Payment         | EFT         | EFT-00256721 | 7/25/2024 | 8,429.69     | Better Air Northwest, LLC                                                                                                         |
| Supplier Payment         | EFT         | EFT-00256722 | 7/25/2024 | 1,115.50     | HDR Engineering Inc - Remit-To: HDR Engineering - Chicago                                                                         |
| Supplier Payment         | EFT         | EFT-00256723 | 7/25/2024 | 357.75       | Archaeological Investigations Northwest Inc                                                                                       |
| Supplier Payment         | EFT         | EFT-00256724 | 7/25/2024 | 500.00       | Northwest Association for Blind Athletes                                                                                          |
| Supplier Payment         | EFT         | EFT-00256725 | 7/25/2024 | 10,652.60    | George Elevator Service LLC                                                                                                       |
| Supplier Payment         | EFT         | EFT-00256726 | 7/25/2024 | 32,533.25    | IAFF Local #452                                                                                                                   |
| Supplier Payment         | EFT         | EFT-00256727 | 7/25/2024 | 12,315.19    | Vancouver Police Officer Guild                                                                                                    |
| Supplier Payment         | EFT         | EFT-00256728 | 7/25/2024 | 130.47       | Legal Shield                                                                                                                      |
| Supplier Payment         | EFT         | EFT-00256729 | 7/25/2024 | 1,259.64     | Vancouver Command Guild                                                                                                           |
| Supplier Payment         | EFT         | EFT-00256730 | 7/25/2024 | 17,776.58    | Allegiance Benefit Plan Management Inc                                                                                            |
|                          |             |              |           |              |                                                                                                                                   |
|                          |             |              |           |              |                                                                                                                                   |
| Supplier Payment         | Manual Wire |              | 7/2/2024  | 51,313.58    | JP Morgan Chase Bank, N.A.                                                                                                        |
| Supplier Payment         | Manual Wire |              | 7/8/2024  | 1,674.00     | State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit                                                       |
| Supplier Payment         | Manual Wire |              | 7/8/2024  | 21,592.06    | United States Postal Service                                                                                                      |
| Supplier Payment         | Manual Wire |              | 7/8/2024  | 202.97       | Keybank National Association                                                                                                      |
| Supplier Payment         | Manual Wire |              | 7/9/2024  | 12,821.77    | Washington Dental Service                                                                                                         |
| Supplier Payment         | Manual Wire |              | 7/9/2024  | 213,740.64   | Blue Cross Blue Shield of Oregon                                                                                                  |
| Supplier Payment         | Manual Wire |              | 7/9/2024  | 123.57       | Allegiance Benefit Plan Management Inc - Remit-To: COBRA                                                                          |
| Supplier Payment         | Manual Wire |              | 7/10/2024 | 604.00       | Oregon SDU                                                                                                                        |
| Supplier Payment         | Manual Wire |              | 7/10/2024 | 33,590.00    | Vancouver Firefighters Union Health & Welfare Trust                                                                               |
| Supplier Payment         | Manual Wire |              | 7/10/2024 | 319,701.14   | International City Management Association Retirement Corporation                                                                  |
| Supplier Payment         | Manual Wire |              | 7/10/2024 | 87,061.80    | Washington State Firefighters                                                                                                     |
| Supplier Payment         | Manual Wire |              | 7/10/2024 | 22,072.24    | Western States Health & Welfare Trust                                                                                             |
| Supplier Payment         | Manual Wire |              | 7/10/2024 | 6,683.45     | Washington SDU                                                                                                                    |
| Supplier Payment         | Manual Wire |              | 7/10/2024 | 62,463.38    | State of Washington Department of Retirement Systems (DRS)                                                                        |
| Supplier Payment         | Manual Wire |              | 7/11/2024 | 1,297,250.26 | Internal Revenue Service                                                                                                          |
| Supplier Payment         | Manual Wire |              | 7/12/2024 | 386,763.63   | Clark County - Remit-To: Clark County - Treasurer Vancouver                                                                       |
| Supplier Payment         | Manual Wire |              | 7/12/2024 | 14,066.57    | Bank Of America N.A. - Remit-To: Charlotte NC                                                                                     |
| Supplier Payment         | Manual Wire |              | 7/12/2024 | 47,389.28    | State of Oregon Department of Revenue                                                                                             |
| Supplier Payment         | Manual Wire |              | 7/12/2024 | 74,252.21    | Liberty Mutual Group Inc.                                                                                                         |
| Supplier Payment         | Manual Wire |              | 7/15/2024 | 17,839.29    | Washington Dental Service                                                                                                         |
| Supplier Payment         | Manual Wire |              | 7/15/2024 | 107,033.96   | Blue Cross Blue Shield of Oregon                                                                                                  |
| Supplier Payment         | Manual Wire |              | 7/15/2024 | 950,701.13   | State of Washington Department of Retirement Systems (DRS)                                                                        |
| Procurement Card Payment | Manual Wire |              | 7/15/2024 | 909,055.31   | CoV JPM Procurement Card                                                                                                          |
| Supplier Payment         | Manual Wire |              | 7/16/2024 | 115,377.91   | State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment Security / Seattle |
| Supplier Payment         | Manual Wire |              | 7/16/2024 | 155.80       | Bank Of America N.A. - Remit-To: Account Analysis                                                                                 |

## INVOICE PAYMENTS REPORT

|                  |                |  |           |                      |                                                                                                                                                     |                                                  |
|------------------|----------------|--|-----------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| Supplier Payment | Manual Wire    |  | 7/17/2024 | 287,574.19           | State of Washington<br>Department of<br>Employment Security -<br>Remit-To: State of<br>Washington Department of<br>Employment Security /<br>Seattle |                                                  |
| Supplier Payment | Manual Wire    |  | 7/18/2024 | 9,115.25             | Superior, LLC                                                                                                                                       |                                                  |
| Supplier Payment | Manual Wire    |  | 7/19/2024 | 70,576.94            | Liberty Mutual Group Inc.                                                                                                                           |                                                  |
| Supplier Payment | Manual Wire    |  | 7/22/2024 | 16,019.99            | Washington Dental Service                                                                                                                           |                                                  |
| Supplier Payment | Manual Wire    |  | 7/22/2024 | 354,172.73           | Blue Cross Blue Shield of<br>Oregon                                                                                                                 |                                                  |
| Supplier Payment | Manual Wire    |  | 7/23/2024 | 274,848.75           | The Bank Of New York<br>Mellon Trust Company                                                                                                        |                                                  |
| Supplier Payment | Manual Wire    |  | 7/23/2024 | 137,620.50           | Reliastar Life Insurance Co                                                                                                                         |                                                  |
| Supplier Payment | Manual Wire    |  | 7/23/2024 | 1,644.96             | VSP Vision Care Inc                                                                                                                                 |                                                  |
| Supplier Payment | Manual Wire    |  | 7/23/2024 | 6,921.03             | Washington Dental Service                                                                                                                           |                                                  |
| Supplier Payment | Manual Wire    |  | 7/23/2024 | 89,217.66            | Blue Cross Blue Shield of<br>Oregon                                                                                                                 |                                                  |
| Supplier Payment | Manual Wire    |  | 7/24/2024 | 10,000.00            | Fidelity National Title Co of<br>Washington                                                                                                         |                                                  |
| Supplier Payment | Manual Wire    |  | 7/24/2024 | 10,000.00            | Fidelity National Title Co of<br>Washington                                                                                                         |                                                  |
| Supplier Payment | Manual Wire    |  | 7/24/2024 | 57,148.86            | Paymentus Corporation                                                                                                                               |                                                  |
| Supplier Payment | Manual Wire    |  | 7/25/2024 | 28,875.00            | Washington State<br>Firefighters                                                                                                                    |                                                  |
| Supplier Payment | Manual Wire    |  | 7/25/2024 | 364,603.91           | International City<br>Management Association<br>Retirement Corporation                                                                              |                                                  |
| Supplier Payment | Manual Wire    |  | 7/25/2024 | 22,378.14            | Western States Health &<br>Welfare Trust                                                                                                            |                                                  |
| Supplier Payment | Manual Wire    |  | 7/25/2024 | 33,590.00            | Vancouver Firefighters<br>Union Health & Welfare<br>Trust                                                                                           |                                                  |
| Supplier Payment | Manual Wire    |  | 7/25/2024 | 6,783.45             | Washington SDU                                                                                                                                      |                                                  |
| Supplier Payment | Manual Wire    |  | 7/25/2024 | 604.00               | Oregon SDU                                                                                                                                          |                                                  |
| Supplier Payment | Manual Wire    |  | 7/25/2024 | 63,581.76            | State of Washington<br>Department of Retirement<br>Systems (DRS)                                                                                    |                                                  |
| Supplier Payment | Manual Wire    |  | 7/26/2024 | 1,360,579.45         | Internal Revenue Service                                                                                                                            |                                                  |
| Supplier Payment | Manual Wire    |  | 7/26/2024 | 75,926.32            | Liberty Mutual Group Inc.                                                                                                                           |                                                  |
| Supplier Payment | Manual Wire    |  | 7/26/2024 | 380,408.39           | State of Washington<br>Department of Revenue                                                                                                        |                                                  |
| Supplier Payment | Manual Wire    |  | 7/26/2024 | 48,545.69            | State of Washington<br>Department of Revenue                                                                                                        |                                                  |
|                  | Manual Wire    |  |           | 8,464,266.92         |                                                                                                                                                     |                                                  |
|                  | Checks         |  |           | 2,935,326.57         |                                                                                                                                                     |                                                  |
|                  | Direct Deposit |  |           | 10,792.97            |                                                                                                                                                     |                                                  |
|                  | EFT            |  |           | 5,865,693.22         |                                                                                                                                                     |                                                  |
|                  |                |  |           |                      |                                                                                                                                                     |                                                  |
|                  |                |  |           |                      |                                                                                                                                                     |                                                  |
|                  |                |  | 7/15/2024 | 6,193.96             | City Payments                                                                                                                                       | Posted 07-08-24 to 07-14-24                      |
|                  |                |  | 7/22/2024 | 10,077.35            | City Payments                                                                                                                                       | Posted 07-15-24 to 07-21-24                      |
|                  |                |  | 7/29/2024 | 46,813.06            | City Payments                                                                                                                                       | Posted 07-22-24 to 07-28-24                      |
|                  |                |  |           | <b>Hansen Total</b>  | <b>63,084.37</b>                                                                                                                                    |                                                  |
|                  |                |  |           |                      |                                                                                                                                                     |                                                  |
|                  |                |  |           |                      |                                                                                                                                                     |                                                  |
|                  |                |  | 7/15/2024 | 2,441.79             | Miscellaneous                                                                                                                                       | Parks Class Refunds FCC<br>07-08-24 to 07-14-24  |
|                  |                |  | 7/15/2024 | 2,248.21             | Miscellaneous                                                                                                                                       | Parks Class Refunds MCC<br>07-08-24 to 07-14-24  |
|                  |                |  | 7/22/2024 | 1,159.25             | Miscellaneous                                                                                                                                       | Parks Class Refunds FCC<br>07-15-24 to 07-21-24  |
|                  |                |  | 7/22/2024 | 894.71               | Miscellaneous                                                                                                                                       | Parks Class Refunds MCC<br>07-15-24 to 07-21-24  |
|                  |                |  | 7/29/2024 | 1,510.00             | Miscellaneous                                                                                                                                       | Parks Class Refunds FCC<br>07-22-24 to 07-28-24  |
|                  |                |  | 7/29/2024 | 1,791.00             | Miscellaneous                                                                                                                                       | Parks Class Refunds MCC<br>07-22-24 to 07-28-24  |
|                  |                |  | 7/29/2024 | 390.00               | Miscellaneous                                                                                                                                       | Parks Class Refunds<br>WREC 07-22-24 to 07-28-24 |
|                  |                |  |           | <b>VISA Total</b>    | <b>10,434.96</b>                                                                                                                                    |                                                  |
|                  |                |  |           |                      |                                                                                                                                                     |                                                  |
|                  |                |  |           | <b>Payroll Total</b> | <b>8,783,384.06</b>                                                                                                                                 |                                                  |
|                  |                |  |           |                      |                                                                                                                                                     |                                                  |
|                  |                |  |           | <b>GRAND TOTAL</b>   | <b>26,132,983.07</b>                                                                                                                                |                                                  |
|                  |                |  |           |                      |                                                                                                                                                     |                                                  |
|                  |                |  |           |                      |                                                                                                                                                     |                                                  |

City of Vancouver  
Payroll Council Report  
July 08, 2024 - July 28, 2024

| Check No.       | Date     | Explanation                  | Amount          |
|-----------------|----------|------------------------------|-----------------|
| 2187 - 2218     | 07/10/24 | July 10th Payroll            | \$ 10,048.69    |
| 252651 - 254600 | 07/10/24 | July 10th Direct Deposits    | \$ 4,303,079.70 |
| N/A             | 07/10/24 | 7/10/2024 NACHA Return       | \$ (273.26)     |
| 2219            | 07/11/24 | Replacement for NACHA Return | \$ 273.26       |
| N/A             | 07/10/24 | 7/10/2024 NACHA Return       | \$ (519.96)     |
| 2220            | 07/11/24 | Replacement for NACHA Return | \$ 519.96       |
| N/A             | 07/10/24 | 7/10/2024 NACHA Return       | \$ (277.63)     |
| 2221            | 07/11/24 | Replacement for NACHA Return | \$ 277.63       |
| N/A             | 07/10/24 | 7/10/2024 NACHA Return       | \$ (838.62)     |
| 2222            | 07/11/24 | Replacement for NACHA Return | \$ 838.62       |
| N/A             | 07/10/24 | 7/10/2024 NACHA Return       | \$ (442.56)     |
| 254638          | 07/11/24 | Replacement for NACHA Return | \$ 442.56       |
| 2223 - 2255     | 07/25/24 | July 25th Payroll            | \$ 17,722.51    |
| 254729 - 256664 | 07/25/24 | July 25th Direct Deposits    | \$ 4,452,533.16 |

\$ 8,783,384.06

**Staff Report: 148-24**

**To:** Mayor and City Council  
**From:** City Manager  
**Date:** August 5, 2024

**Subject**

Council Action to Appoint Committees to Prepare Arguments Advocating Voters' Approval and Rejection of the Council's Proposed Amendments to the Vancouver City Charter, Pursuant to RCW 29A.32.280

**Key Points**

- On June 10, 2024, and June 17, 2024, City Council adopted resolutions proposing amendments to the City Charter.
- Washington state law (RCW 29A.32.280) directs a legislative authority submitting a measure to voters to appoint: (1) a committee to prepare arguments advocating voters' approval of the measure and; (2) whenever possible, a committee to prepare arguments advocating rejection of the measure.
- Each committee may have up to three members.
- In the event that the legislative authority declines to make such appointments, the county auditor shall, whenever possible, make the appointments.
- The deadline for the City to submit committee member names to the Clark County elections office is August 6, 2024.

**Strategic Plan Alignment**

**High Performing Government** – a government that is reliable, fiscally responsible, equitable, and open to compromise

**Present Situation**

On June 10 and June 17, 2024 the Vancouver City Council adopted Resolutions 4278, 4279, 4280, 4281, and 4282 and submitted amendments to the Vancouver City Charter to voters at the November 2024 election. RCW 29A.32.280 provides as follows regarding the composition of the committees and the county auditor's role if the legislative authority fails to appoint committees by the resolution submission deadline:

"[...] The authority shall appoint persons known to favor the measure to serve on the committee advocating approval and shall, whenever possible, appoint persons known to oppose the measure to serve on the committee advocating rejection. Each committee shall have not more than three members, however, a committee may seek the advice of any person or persons. If the legislative authority of a unit of local government fails to make such appointments by the prescribed deadline, the county auditor shall whenever possible make the appointments."

RCW 29A.32.280

On July 16, 2024, the City published a news release on its website asking any member of the public to express interest in serving on either the pro or con committee for this ballot measure by July 31,



2024. The individuals who expressed interest are as follows:

**Proposed Charter Amendment No. 8 – Concerning Vancouver City Officer Vacancies**

**PRO (in favor of the ballot measure):** NONE

**CON (against the ballot measure):** NONE

**Proposed Charter Amendment No. 9 – Concerning Methodology for Adjusting Vancouver Councilmember Salary**

**PRO (in favor of the ballot measure):** NONE

**CON (against the ballot measure):** NONE

**Proposed Charter Amendment No. 10 – Concerning the Duties of Vancouver’s City Manager**

**PRO (in favor of the ballot measure):** NONE

**CON (against the ballot measure):** NONE

**Proposed Charter Amendment No. 11 – Concerning City of Vancouver Contracting Procedures**

**PRO (in favor of the ballot measure):** NONE

**CON (against the ballot measure):** NONE

**Proposed Charter Amendment No. 12 – Concerning Initiative and Referendum Petitions**

**PRO (in favor of the ballot measure):** Terah Ebie

**CON (against the ballot measure):** NONE

Staff recommends selecting three individuals from each list to serve on the respective committees. If no individuals have expressed interest in serving on a respective committee through the above process, Council may still appoint individuals they are aware of who have expressed interest and are known to support or oppose the measure at issue.

**Advantage(s)**

1. Satisfies requirements of RCW 29A.32.280.
2. Provides relevant content related to the measure for Clark County Voters Pamphlet.

**Challenge(s)**

None

**Budget Impact**

None

**Prior Council Review**

- Council Workshops: April 15, 2024, May 20, 2024
- Council Meetings: June 3, 2024, June 10, 2024

**Action Requested**

1. By motion, formally appoint a committee to prepare arguments advocating voters' approval of the proposed amendments to the City Charter, or, alternatively, defer such action to the County Auditor.
2. By motion, formally appoint a committee to prepare arguments advocating voters' rejection of the proposed amendments to the City Charter, or, alternatively, defer such action to the County Auditor.

**Staff Contact**

Aaron Lande, Program and Policy Development Manager, [aaron.lande@cityofvancouver.us](mailto:aaron.lande@cityofvancouver.us)

**Attachments:**

None

**Staff Report: 149-24**

**To:** Mayor and City Council  
**From:** City Manager  
**Date:** August 5, 2024

**Subject**

Council Action to Appoint Committees to Prepare Arguments Advocating Voters' Approval and Rejection of the Council's Levy Lid Lift Proposition Pursuant to RCW 29A.32.280

**Key Points**

- On July 15, 2024, City Council adopted a resolution to submit a levy lid lift proposition to voters at the November 2024 election in order to fund police and public safety services and equipment.
- Washington state law (RCW 29A.32.280) directs a legislative authority submitting a measure to voters to appoint: (1) a committee to prepare arguments advocating voters' approval of the measure and; (2) whenever possible, a committee to prepare arguments advocating rejection of the measure.
- Each committee may have up to three members.
- In the event that the legislative authority declines to make such appointments, the county auditor shall, whenever possible, make the appointments.
- The deadline for the City to submit committee member names to the Clark County elections office is August 6, 2024.

**Strategic Plan Alignment**

**High Performing Government** – a government that is reliable, fiscally responsible, equitable, and open to compromise

**Present Situation**

On July 15, 2024 the Vancouver City Council adopted resolution M-4288 and submitted a levy lid lift proposition to voters at the November 2024 election. RCW 29A.32.280 provides as follows regarding the composition of the committees and the county auditor's role if the legislative authority fails to appoint committees by the resolution submission deadline:

"[...] The authority shall appoint persons known to favor the measure to serve on the committee advocating approval and shall, whenever possible, appoint persons known to oppose the measure to serve on the committee advocating rejection. Each committee shall have not more than three members, however, a committee may seek the advice of any person or persons. If the legislative authority of a unit of local government fails to make such appointments by the prescribed deadline, the county auditor shall whenever possible make the appointments."

RCW 29A.32.280

On July 16, 2024, the City published a news release on its website asking any member of the public to express interest in serving on either the pro or con committee for this ballot measure by July 31, 2024. The individuals who expressed interest are as follows:

**PRO (in favor of the ballot measure):** Tammy O'Neil, Martha Baumgarten, Bart Hansen, Anne McEnerny-Ogle

**CON (against the ballot measure):** NONE

Staff recommends selecting three individuals from each list to serve on the respective committees.

**Advantage(s)**

1. Satisfies requirements of RCW 29A.32.280.
2. Provides relevant content related to the measure for Clark County Voters Pamphlet.

**Challenge(s)**

None

**Budget Impact**

None

**Prior Council Review**

- December 18, 2023, workshop - VPD Workshop outlining the current system's capacity and identifying the needs.
- July 1, 2024, workshop - Review of property tax tools.
- July 8, 2024, workshop - Additional review of the VPD needs, Council direction on levy design.
- July 15, 2024, Council Meeting - Approval of Resolution M-4288 to submit levy lid lift proposition to voters on the November 2024 ballot.

**Action Requested**

1. By motion, formally appoint a committee to prepare arguments advocating voters' approval of the Council's levy lid lift proposition or, alternatively, defer such action to the County Auditor.
2. By motion, formally appoint a committee to prepare arguments advocating voters' rejection of the Council's levy lid lift proposition, or, alternatively, defer such action to the County Auditor.

**Staff Contact**

Dan Lloyd, Assistant City Attorney, [dan.lloyd@cityofvancouver.us](mailto:dan.lloyd@cityofvancouver.us)

**Attachments:**

None